



SUMMITBANK

Treasury Management Services Master Agreement

Last revised: March 09, 2021

Treasury Management Services Master Agreement

This Treasury Management Services Master Agreement (this "**Master Agreement**") is entered into by and between the customer designated on the Enrollment Form (the "**Customer**", "**you**", "**your**", etc.) and Summit Bank (the "**Bank**", "**we**", "**us**", "**our**", etc.).

1. **General.** This Master Agreement sets forth the general terms and conditions applicable to the use of our treasury management services (the "**Treasury Management Services**"). As part of the Treasury Management Services, you may enroll Accounts and request Services by completing an Enrollment Form. Any reference to the "**Agreement**" will be deemed to include this Master Agreement, the Enrollment Form(s), and the Documentation. By using the Treasury Management Services, you agree to be bound by the terms and conditions of the Agreement. As such, the Agreement applies to use of the Services and the Accounts which access the Services, in addition to the Deposit Account Agreement. Unless otherwise indicated, capitalized terms used throughout the Agreement will have the meanings set forth on the attached **Exhibit G**.

2. **Eligible Accounts.** The following types of business accounts are eligible for enrollment in the Treasury Management Services: checking, money market accounts, loans, and lines of credit. A certificate of deposit (a "**CD**") may also be eligible for the Treasury Management Services; provided, however, the Treasury Management Services will be limited to "view only" capabilities via the System with respect to CDs. The Bank may periodically allow other types of Accounts to be connected to one or more Services; provided, however, the Bank reserves the right to determine which Accounts can be connected to a particular Service. The Bank may refuse to allow certain Accounts, such as Accounts with special signing requirements, to be connected to a particular Service. Treasury Management services are not designed for use with Consumer / personal accounts.

3. **Features and Services.**
 - (a) **General.** Once you are approved for usage, Treasury Management Services will allow you to perform various online banking activities, including without limitation the ability to: (i) view Account balance information and transaction and check history; (ii) transfer funds between eligible Accounts ("**Internal Transfers**"); (iii) arrange for automatic monthly transfers between eligible Accounts; (iv) request stop payment orders; (v) pay bills using our Business Bill Pay Service on a one-time or recurring basis; (vi) download Account history into personal financial management software; (vii) originate ACH entries using our ACH Service; (viii) request domestic and/or international wire transfers using our Wire Service; (ix) use our Remote Deposit Capture Service; (x) use the Positive Pay Service; (xi) manage and/or change passwords; (xii) set up and maintain Account and event alerts; (xiii) view check and statement images; and (xiv) use any other features or Services the Bank makes available from time to time in connection with the Treasury Management Services.

 - (b) **Account Balances; Deadlines.** Because we do not process certain information until after the close of our Business Day, some transactions may not be reflected in the System until the next Business Day. Please note that posted items may be reversed due to insufficient funds, stop payment orders, legal process, and for other reasons. Certain balances may also not be subject to immediate withdrawal under our policies and/or Applicable Law. We may establish a cutoff Deadline for certain transactions, and transactions that are performed or occur after such Deadline may be treated as having been performed or having occurred on the following Business Day.

 - (c) **Check Images.** We will use reasonable efforts to make available images of the front and reverse of checks presented against, or posted to, the Account(s) you designate for the current or previous statement period, excluding checks that were presented but were returned for any reason. Please note that this service or feature may contain images of an item each time it is presented to us, and consequently may include more than one set of images of the same item. Further, images may not contain all fine or light details or markings that appear on the original item. We will use reasonable

efforts to provide all check images, but we are not required to provide any images that are not available due to poor image quality or equipment failure.

- (d) **Internal Transfers.** You may use the System to initiate Internal Transfers between any Accounts set up within the Treasury Management Services, with the exception of time accounts (*e.g.*, CDs). You may not transfer more than the Collected Balance from deposit Accounts. Internal Transfers initiated through the Treasury Management Services before the applicable Deadline identified in the Documentation on a Business Day will be posted to your Account the same day. Internal Transfers initiated after the Deadline on a Business Day or on a Saturday, Sunday, or banking holiday, will be posted on the next Business Day. You understand and agree that transfers between Accounts can only be allowed for Accounts with the same ownership, and that fund transfers between Accounts with unlike ownership may be blocked or not allowed.
- (e) **Loan Payments.** Standard loan payments may be made on either a one time or recurring basis for principal and interest payments. We may impose frequency and other limitations on your loan transfers from time to time in our sole discretion. There are no pre-established limitations on the dollar amounts of transfers between your loan Accounts, but you must have sufficient available funds in the appropriate Account(s) to make the transfer(s). Loan payments may only be made if there is an outstanding balance on the applicable loan or line of credit. Loan payments made before the applicable Deadline identified in the Documentation on a Business Day will generally be reflected in your Account balance on the next Business Day. Loan payments after our cutoff Deadline or requested on a date that is not a Business Day may be treated as received by the Bank on the following Business Day.
- (f) **Business Bill Pay Service.** The System allows you to initiate bill payments ("**Bill Payments**") to pay certain third parties via the bill pay function within the Treasury Management Services (the "**Business Bill Pay Service**"). Specifically, the Business Bill Pay Service allows you to make payments in U.S. dollars from your designated Account ("**Bill Pay Account**") to certain creditors located in the United States (each, a "**Payee**"). Please note that the Business Bill Pay Service is provided through a third-party service provider of the Bank (the "**Processor**"). Accordingly, in addition to complying with the Agreement, you agree to comply with the terms and conditions imposed through the Processor's Business Bill Pay Service, as amended from time to time (the "**Processor Terms**"). To the extent the Agreement conflicts with the Processor Terms, the Processor Terms will control.
 - (i) **Processing.** The Business Bill Pay Service will act upon your Payee information for name and account number, but will rely on the account number to process the Bill Payment. You agree neither the Bank nor the Processor will be held liable for any discrepancies between the Payee and the account number. Further, you assume full responsibility if a Bill Payment is not made to a Payee because you provided the Business Bill Pay Service with incomplete, incorrect, or outdated instructions or information regarding a Payee.
 - (ii) **Payment Limitations.** No single Bill Payment or aggregate total of Bill Payments on any one Business Day can exceed the available balance in your Bill Pay Account. Default limits may be applied to Bill Payment transactions and we will determine if these transactions require additional information from you to complete processing.
 - (iii) **Scheduling Payments.** You must allow sufficient time to receive and process the Bill Payment so funds can be delivered to the Payee by the due date. If you do not allow sufficient time, even if you schedule a Bill Payment to arrive in any grace period, you assume full responsibility for all late fees, finance charges, or other actions taken by the Payee. You agree that we may charge your Bill Payment Account by electronic transfer, "no signature required draft," or by debiting and remitting funds on your behalf.
 - (iv) **Changing or Cancelling Bill Payments.** Although we will use reasonable efforts to accommodate a request to change or cancel a Bill Payment, we will have no liability for

failing to do so, and we make no representation or warranty as to our ability to timely change or cancel a Bill Payment.

- (g) **eStatement Service.** Through our eStatement Service, you may use the System to view an electronic copy of your Bank statement as the statement would be produced on paper and mailed.
 - (h) **ACH Service.** Through our ACH Service, you may use the System to originate EFT requests between your Account(s) at the Bank and accounts of third parties (or your accounts) at other financial institutions using the ACH network. Additional terms and conditions applicable to use of our ACH Service are included in the attached **Exhibit A**.
 - (i) **Wire Transfer Service.** Through our Wire Transfer Service, you may use the System to initiate both domestic and/or international wire transfers to transfer funds from your Account(s) to an account or beneficiary at another financial institution. Additional terms and conditions applicable to the use of our Wire Transfer Service are included in the attached **Exhibit B**.
 - (j) **Remote Deposit Capture Service.** Through our Remote Deposit Capture Service, you may use the System to transmit Imaged Items to be cleared as Substitute Checks. Additional terms and conditions applicable to the use of our Remote Deposit Capture Service are set forth on the attached **Exhibit C**.
 - (k) **Positive Pay Service.** The Positive Pay Service provides a fraud reduction program in connection with certain Checks. Additional terms and conditions applicable to the use of our Positive Pay Service are included in the attached **Exhibit D**.
 - (l) **Pro-Tech Service.** The Pro-Tech Service provides a fraud reduction program in connection with certain ACH debit Entries. Additional terms and conditions applicable to the use of our Pro-Tech Service are included in the attached **Exhibit E**.
4. **Change Requests; License(s).** Any addition, deletion, or change to an Enrollment Form for any Service must be submitted in a form acceptable to us. Certain Documentation for a particular Service may also describe the various means by which you may communicate with the Bank in connection with such Service. Those means may include, without limitation, the use of Software licensed or sublicensed to you by the Bank (a "**License**"). To the extent any of the Services involve us having granted you Software License usage rights, the grant will be a non-exclusive and non-transferable right to access and use the Service(s) in connection with your own business operations.
5. **Stop Payments.** If you wish to cancel or amend any Service transaction (*e.g.*, a wire transfer Request, an ACH Entry, etc.), then you must use the applicable Service to do so, subject to any limitations or inability to stop applicable to that particular Service. If you contact the Bank, we may, in our discretion, attempt to assist you, but we will not be liable for any failure to successfully stop payment on any transaction(s), and we make no representation or warranty with respect to our ability to do so.
6. **Provision and Utilization of Services.**
- (a) **Provision of Services.** At a minimum, you must open one or more Accounts with the Bank to use the Treasury Management Services. Subject to the Agreement, we will provide the Services requested by you and identified on your Enrollment Form(s), as updated and supplemented from time to time. Please note that all Services are subject to our prior approval. Further, your commencement and continued access to the Services will be contingent upon our receipt and acceptance of all required agreements, Enrollment Forms, standard Bank forms, and other Documentation specified or required by us from time to time.
 - (b) **Changes to or Unavailability of the Services.** We may add or delete any Service, or add, delete, or change the features of the Treasury Management Services, at any time in our discretion. If we deem it reasonably practicable to do so, and if a particular change will adversely affect your usage

of the Services in a material way, we will use reasonable efforts to notify you of the change in advance. Otherwise, we will notify you of the change as soon as reasonable practicable after it has been implemented, and you understand that this notice may be given to you electronically. Further, we may also cause any Service(s) to be temporarily unavailable, either with or without prior notice, for any maintenance, security, or other reasons, and you understand that factors beyond our control may also cause the Service(s) to be unavailable. If at any time a particular Service is unavailable through the System, you are solely responsible for making alternative arrangements to initiate transactions (*e.g.*, by visiting or calling a Bank branch).

- (c) **Hardware and Software.** Unless otherwise set forth in the Agreement, you must provide, install, and maintain (at your own expense) all equipment, Hardware, or Software required to access or use the Services. You agree to use equipment that is compatible with our programs, systems, and equipment, which we may change from time to time. Further, some Services may require you to download Software from our website, and in some cases we may place Software on your computer. We assume no responsibility for defects or incompatibility of any computers or software that you use in connection with the Services, even if we have approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT, OR SOFTWARE MADE AVAILABLE TO YOU.
- (d) **Delayed Processing.** We may delay posting of an inbound credit to an Account, or delay the processing of an outbound transaction, when the delay is due to a suspicion that the transaction may be in violation of Applicable Law, or when the transaction is otherwise under review by us.
- (e) **Sufficient Funds.** You must maintain a sufficient Collected Balance in your Account(s) accessible via the Treasury Management Services to cover any transactions requested through a Service and applicable fees, or such higher amount(s) as we may specify from time to time. Please note that we do not control intermediary banks, including intermediary banks chosen by us, and that we do not control whether intermediary banks deduct fees as part of the processing of transfer requests. If you fail to maintain a sufficient Collected Balance in the Account for which a particular transaction was requested, we may charge any Account you have with the Bank to cover the cost of the transaction, as well as any corresponding fees.

7. Services and Accessibility.

- (a) **Services.** Services may be introduced or cancelled by the Bank at any time in our sole discretion. We will periodically inform you of material changes to available Services using written or electronic notices, as we deem appropriate. You agree to be bound by the terms and conditions of the Agreement if you continue the use the Services after any such change(s).
- (b) **Proprietary Rights.** The software and content we use in the operation of our website and provision of the Services, and the copyright, patent, trademark, trade secret, and all other rights in and to the technology, software, content, designs, graphics, and trademarks included in the Bank's website and as part of the Services and our name and product names and the website's URL (collectively, "**Intellectual Property**"), are owned by the Bank and our licensors. You will not gain any ownership or other right, title, or interest in or to such Intellectual Property by reason of the Agreement or otherwise. You may not distribute, reuse, reproduce, duplicate, copy, publish, sell, or otherwise transfer (i) any portion or element of the Services, System, or Intellectual Property or (ii) access to the Services, System, or Intellectual Property.
- (c) **Fees; Taxes.** You agree to pay us the fees set forth in our Fee Schedule and/or the Documentation applicable to the Services. Unless other arrangements are made for payment of fees, you authorize us to automatically debit any Account in the amount thereof. If your Account does not include a sufficient Collected Balance to cover the outstanding fees and you otherwise fail to pay any amount owing under the Agreement, you may be subject to a charge as described in our Fee Schedule. We

do not in any way extend credit to you under the Agreement. Special or additional Services performed at your request may be subject to additional terms and fees. In addition to the Service fees, you agree to pay all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the Services, the Agreement, and/or the Software or equipment made available to you (excluding any income tax payable by Bank).

- (d) **Third Parties.** You acknowledge and agree that we may arrange to provide Software, if required, and/or may arrange for the Services to be performed or provided by third parties. In the event any third party is unavailable or we determine, in our sole discretion, that we cannot continue providing any third party Service access, we may discontinue the related Service or may provide the Service through an alternate third party. In such situations, we will have no liability for the unavailability of such Service(s). To the extent you authorize a third party to access the Services on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. We will not be responsible, nor have any liability whatsoever, for any services you receive from your agents or third party vendors.
- (e) **Reliance on Data.** The Services require us to receive, process, and report information. We are not responsible for determining the accuracy, timeliness, or completeness of any information that you or others provide to us. Unless otherwise agreed in writing, we will not be required (by means of any Security Procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. You agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors.
- (f) **Service Availability and Deadlines.** The Services are available during the Bank's Business Days and hours of operation. Some Services are subject to processing Deadlines and these are detailed in each of the attached Exhibits or supporting Documentation. Transactions or other information received after a Deadline or on a non-Business Day will be deemed received as of the next Business Day. All Deadlines are in Pacific Time (PT).
- (g) **Transaction Limitations; Financial History.** We may periodically establish transaction limitations for certain Services. We may in our sole discretion change limits we have established for you at any time without prior notice to you. To determine the limits for some Services, you authorize us to obtain your credit history or financial situation from third parties in order to provide a Service to you. Further, you agree to provide us with your financial situation periodically as we may reasonably request.
- (h) **Delays; Refusals.** We may delay or refuse to process any requested Service for any or no reason. Without limiting the generality of the foregoing, we may delay or refuse processing, for example, if: (i) processing would or may exceed the Collected Balance in the Account; (ii) a Communication is not authenticated to our satisfaction; (iii) a Communication contains incorrect, inconsistent, ambiguous, or missing information; (iv) processing would or may involve funds which are subject to a lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (v) processing would or may cause a violation of any Applicable Law; (vi) processing would or may cause us, in our discretion, to engage in an unsafe or unsound practice; or (vii) for any other reason under the Agreement. We will have no liability to you or to any other person for any loss, damage, or other harm caused by or arising out of any such delay or refusal.
- (i) **Disclosure of Account Information and Transfers.** We may disclose information about your Account(s), accounts, or transactions when: (i) the disclosure is necessary to complete a transfer or Service; (ii) the disclosure is requested to verify the existence and condition of your Account or account for a third party, such as a credit bureau or merchant; (iii) the disclosure is required to comply with government agency or court order; (iv) you give us your permission; or (v) the disclosure is otherwise required or permitted by Applicable Law. You further authorize the transfer of your information to and between our branches, affiliates, vendors, and agents and third parties selected by any of them for confidential use in connection with the provision of Services to you, and

you further acknowledge that any such branch, affiliate, vendor, or agent will be entitled to transfer any such information as required or permitted by Applicable Law or any court, regulator, or legal process.

- (j) **Communication Recalls, Cancellations, and Amendments.** If you inform us that you wish to recall, cancel, or amend a Communication after we have received the Communication, we may, but will not be required to, use reasonable efforts to assist you to do so, but we shall not be liable for any loss, cost, or expense suffered by you if we do not, or are unable to, amend, cancel, or recall the Communication. You agree to indemnify us against any loss, liability, claim, or expense (including reasonable attorneys' fees) we incur in connection with assisting to recall, cancel, or amend a Communication.

8. Security.

- (a) **Credentials.** You agree to comply with the Security Procedures required for each Service requested. For instance, to access a Service you may be required to maintain one or more identification numbers, Login IDs, and/or Passwords or other Multi-Factor Authentication methods or processes. You understand that all Credentials are highly confidential, and you must safeguard them at all times and establish and maintain procedures to ensure their confidentiality. You must not disclose Credentials to any third party, firm, corporation, or governmental entity. Further, you must notify us immediately by telephone, confirmed in writing, if any Credentials are compromised (or if you suspect that any Credentials have been compromised). You assume full responsibility for any unauthorized use of or access to the Services or System due to your failure to safeguard Credentials.
- (b) **Security Procedures.** Before using a Service and sending a Communication to the Bank, you must review the Security Procedures and determine whether they will provide a commercially reasonable method for verifying whether the Communication is yours. You must not use a Service if you are unable to determine that the Security Procedures will provide a commercially reasonable method for verifying that a Communication is yours. As part of your review, you agree to consider the size, type, and frequency of Communications that you will make (or anticipate making), along with such other factors as you deem relevant or appropriate. You agree to implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the System or any Service, Documentation, Credentials, or Security Procedures. You assume all risks associated with disclosure of any part of the Security Procedures, including any Credentials, to your employees and agents. You must limit any disclosure of Credentials to your employees or agents that you have authorized to access the System or Services on your behalf (*e.g.*, your Administrator(s) or User(s), if any), or who have a specific need to know. Each time you perform a transaction using a Security Procedure, you acknowledge that the Security Procedure is commercially reasonable. If the size, type, or frequency of your Communications changes such that the Security Procedures no longer provide a commercially reasonable method of providing security against unauthorized Communications, you agree to immediately notify us.

9. Miscellaneous.

- (a) **Notices.** Any notice from you to the Bank under the Agreement must be made in writing to the following address: 96 East Broadway, Eugene, Oregon 97401, or such other address as we may specify in writing. Any notice to you from the Bank may be sent electronically at the statement, e-mail, or mailing address shown for you in the Bank's records. In addition, you acknowledge that notices to you may be posted on the Bank's website. Any notice to the Bank will be effective when we have actually received and have had a reasonable amount of time to act on it. Any notice to you will be effective when sent (*e.g.*, mailed, e-mailed, etc.) or made available to you (*e.g.*, posted on our website), or as otherwise stated in the notice.

- (b) **Compliance with the Law; Prohibited Conduct.** You agree to at all times comply with Applicable Law. You must also comply with the Rules and any other rules established by other ACH organizations. You shall not (and you shall have appropriate procedures in place to assure that your Administrator(s), User(s), Authorized Representative(s), employees, and agents do not) use the Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, invasive of another's privacy, obscene, threatening, or that infringes the rights of others.
- (c) **Assignment; Delegation; Successors and Assigns.** You may not assign or delegate the Agreement without our express written consent, which we may withhold in our sole discretion. We may assign the Agreement, including our rights, interests, and obligations under the Agreement, in whole or in part, or delegate any of our responsibilities under the Agreement to any other person without notice to or consent from you. The Agreement is binding upon the Customer, the Bank, and their respective, officers, directors, representatives, agents, successors, and permitted assigns.
- (d) **Force Majeure; Limits.** We will not have any responsibility or liability for any failure, error, malfunction, or delay in carrying out any of our obligations under the Agreement due to any cause beyond our control (*e.g.*, unavailability of any communications system, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure, etc.). We will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or Communication received from you, another financial institution, or any other third party. Further, we will be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in the Bank having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or the Bank otherwise violating any present or future risk control program of the Federal Reserve or Applicable Law.
- (e) **Waiver.** No party's failure or delay in exercising any right or remedy under the Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of the Agreement will operate as a waiver of any prior, current, or subsequent breach. No waiver, breach, right, or remedy will be effective unless made in writing.
- (f) **Survival.** Certain obligations of the parties under the Agreement that by their nature would continue beyond the termination, cancellation, or expiration of the Agreement shall survive such termination, cancellation, or expiration.
- (g) **Severability.** If any provision of the Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.
- (h) **Reconciliation.** You agree to inspect all information made available in connection with the Services. You agree to promptly notify us of any errors in such information or any discrepancies between your records and the information, statements, or confirmations of transactions provided by us or otherwise made available to you. If you fail to notify us of any such error or discrepancy within thirty (30) days of the date on which such information is received by or otherwise made available to you, then you agree that we will not be liable for any losses resulting from your failure to give such notice or any resulting loss of interest relating to any funds transfers. Notwithstanding the foregoing, we reserve the right to, in our sole discretion, adjust transaction records for good cause after the expiration of such thirty (30) day period.

- (i) **Representations and Warranties.** By executing an Enrollment Form, you represent and warrant to the Bank that: (i) you are duly organized and validly existing, and in good standing in every jurisdiction where required; (ii) you have the authority to enter into the Agreement; (iii) the person(s) signing the Enrollment Form are duly authorized to do so; (iv) we may rely upon the authority of each Authorized Representative for all purposes until we have received written notice acceptable to us of any change from an Authorized Representative and we have had a reasonable time to act; (v) the Account(s) you enroll in the Services will only be used for business purposes (and not in any way for personal, family, or household purposes).
- (j) **Limitation on Liability; Indemnification; and Disclaimer of Warranties.**
- (i) **Limitation of Liability.** Our duties will be limited to those described in the Agreement. In no event will we be liable for any punitive, indirect, consequential, or special damages or lost profits, even if we have been advised of the possibility of such damages. To the extent permissible under Applicable Law, our liability and your remedy for actual damages resulting from our actions and/or omissions under the Agreement (whether the claim is in contract, tort, or otherwise) will not exceed the compensation you have actually paid the Bank for the Service giving rise to such damages during the month in question. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services. You acknowledge that Service fees have been established in contemplation of: (1) these limitations of our liability, (2) your agreement to review statements, confirmations, and notices within the timeframes described in the Agreement and to notify us immediately of any discrepancies or problems; and (3) your agreement to assist us in any loss recovery effort. Please note there may also be other exceptions and limitations to our liability, such as in your Deposit Account Agreement or any other agreement(s) with us.
- (ii) **Indemnification.** You agree to indemnify and hold harmless the Bank and its employees, officers, directors, and agents from and against any and all damages, losses, claims, liabilities, and expenses (including a reasonable attorneys' fee) arising from or relating to any of the following: (1) your breach of any provision, representation, or warranty of the Agreement; (2) your negligence or willful misconduct; (3) your failure to comply with Applicable Law; (4) any act or omission of the Bank that is in accordance with the Agreement or a Communication; or (5) any claim by a third party claiming that such third party incurred loss due to your use of the Services or System. This indemnity will survive the termination of the Agreement.
- (iii) **DISCLAIMER OF WARRANTIES.** THE SERVICES AND SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING YOUR USE OF THE SERVICES, SYSTEM, AND/OR EQUIPMENT, INCLUDING ANY WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING ANY SOFTWARE OR THE OPERATION, PERFORMANCE, OR FUNCTIONALITY OF THE SERVICES, SYSTEM, AND/OR EQUIPMENT, INCLUDING ANY WARRANTY THAT THE SERVICES, SYSTEM, OR EQUIPMENT WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE.
- (k) **Term and Termination.** The term of the Agreement will begin after you meet qualification criteria of the Bank, and upon your execution and delivery of an Enrollment Form acceptable to the Bank and will continue until terminated as follows:
- (i) You may terminate some or all of the Services under the Agreement, with or without cause, upon prior written notice to the Bank; and

- (ii) We may terminate, suspend, or restrict some or all of your access to the Services or System under the Agreement, with or without cause, at any time immediately upon notice to you. Any termination will not affect any obligations arising prior to termination.

Upon termination, we may terminate your access to the Services and/or System, and you will terminate your access to and use of the Services and/or System, except to the extent necessary to process transactions that were in process prior to the termination date. Within thirty (30) days after termination, you must promptly uninstall and remove all Software from your computers and return to the Bank any Software, Hardware, and equipment provided by the Bank in your possession or under your control, destroy all copies of the Documentation and materials relating to the Documentation that cannot be returned, and upon request from us certify in writing to the Bank that all copies have been returned or permanently and securely destroyed. You will be responsible and liable to the Bank for the replacement cost of all lost, stolen, or damaged Equipment that was provided by us to you in connection with the Services. Upon termination of the Agreement, all Services and any Licenses shall automatically terminate.

We may, but are not required to, process any transfer or other transaction that was scheduled through the Services or System but had not yet been processed at the time of termination. With respect to any such transfer or other transaction we have processed, termination of the Agreement will not affect the rights and obligations of the parties with respect thereto.

- (l) **Confidentiality.** All Software and Documentation provided pursuant to the Agreement constitutes confidential information ("**Confidential Information**") of the Bank or its vendor or agent (as applicable). The Bank or its vendor or agent (as applicable) will remain the owner of such Confidential Information, and you will not acquire any interest in or rights to it as a result of your use of any Service except as set forth in the Agreement. You agree to maintain the confidentiality of the Confidential Information and not disclose (or permit your employees, agents, Administrator(s), or User(s) to disclose), copy, transfer, sublicense, or make any of it available to any person or entity, other than as necessary in connection with the Treasury Management Services. You shall notify us immediately if you know or suspect that there has been any unauthorized disclosure, possession, or use of any Confidential Information.
- (m) **Third Party Beneficiaries; No Partnership.** Except as otherwise provided in the Agreement, the Agreement is not for the benefit of any other person, and no other person has any right under the Agreement against you or us. Nothing contained in the Agreement is intended to create any agency, fiduciary, joint venture, or partnership relationship between the parties.
- (n) **Governing Law; Venue.** The Agreement will be interpreted and governed by federal laws and, unless preempted, by the laws of the State of Oregon, without regard to its conflict of law provisions. You and we agree that any legal proceeding arising out of the Agreement must be brought in the state or federal courts situated in Lane County, Oregon, and you and we consent to and submit to the jurisdiction of any such court.
- (o) **Final Agreement; Amendments.** The Agreement constitutes the final and complete agreement between the Bank and the Customer with respect to the Treasury Management Services, and supersedes all other oral or written agreements or understandings. We may amend the terms of the Agreement at any time in our sole discretion. If we deem it reasonably practicable to do so, and if the change adversely affects your use of the Treasury Management Services in a material way, we may notify you of the amendment in advance. Otherwise, we will notify you of the amendment as soon as reasonably practicable after it is implemented, and you understand that this notice may be given to you electronically. Your continued use of the Services and/or System will evidence your consent and agreement to any such amendment.
- (p) **Electronic Communications.** You understand and agree that we may provide disclosures, notices, and other communications about the Treasury Management Services to you electronically, including

by e-mail to you. We may also post these disclosures, notices, and other communications on our website or on another website with a hyperlink from our website.

- Exhibits Follow -

Exhibit A
ACH Service

1. **General.** This Exhibit sets forth additional terms and conditions applicable to use of our ACH service (the "ACH Service"). The ACH Service allows you to initiate electronic payments to third parties using the System and the Automated Clearing House network. The term "**Entries**" shall have the meaning provided in the Rules and shall also mean the data received from you under this Exhibit from which we prepare Entries. "**Delivery Date**" refers to the date that the ACH file is required to be delivered to us for processing Entries by the Effective Entry Date. Capitalized terms used in this Exhibit but not otherwise defined in the Agreement will have their meanings under the Rules.
2. **Compliance with NACHA Rules.** A copy of the Corporate Edition of the Rules can be purchased from NACHA at www.NACHA.org. You agree that any information or advice you receive from us as to the Rules or the operation of the Rules is not legal advice and is not a substitute for your obligation to independently understand and comply with the Rules.
3. **Security Framework.** The Rules require that you protect the confidentiality and integrity of non-public information used to create Entries. In order to comply with that requirement, you are required to have written policies and procedures as well as systems in place to (a) protect the confidentiality and integrity of non-public customer information, (b) protect against anticipated threats or hazards to the security of such information, and (c) protect against unauthorized use of protected information that could result in substantial harm to a natural person. Definitions of non-public information and further details are in the Rules with which you are required to comply.
4. **ACH Service Limits.** You may not submit individual or total monthly Entries in excess of the maximum limits established by the Bank (as amended from time to time). The parameters and variations of the limits will be set at Bank's discretion, including but not limited to limits based on dollar amounts and/or Entry Standard Entry Class Code types. You shall not divide a transaction into more than one Entry in order to avoid these limitations. We may adjust these limitations from time to time by providing notice to you. Our processing of Entries in an amount greater than the established limit(s) shall not be deemed a waiver of this provision; we may cease processing Entries in a greater amount at any time without prior notice.
5. **Transmittal of Entries by Customer.** The Customer wishes to initiate credit or debit Entries by means of the ACH network pursuant to the terms of the Agreement and the Rules and the Bank is willing to act as an Originating Depository Financial Institution ("**ODFI**") with respect to such Entries. You agree to transmit Prearranged Payments & Deposits ("**PPD**") or Cash Concentration or Disbursement ("**CCD**") credit or debit Entries to the Bank in accordance with the terms and conditions of the Agreement. YOU MAY NOT ORIGINATE ENTRIES USING STANDARD ENTRY CLASS CODES OTHER THAN CCD OR PPD WITHOUT PRIOR NOTICE TO AND WRITTEN APPROVAL OF THE BANK. WE MAY REQUIRE YOU TO SUBMIT ADDITIONAL DOCUMENTATION IN FORM AND CONTAINING THE SPECIFIC CONTENT ACCEPTABLE TO US AS A CONDITION PRECEDENT TO YOUR USE OF OTHER STANDARD ENTRY CLASS CODES.
6. **Prefunding.** We may designate you from time to time as "**ACH Prefunding**," and we may change your designation at any time, with or without cause in our sole discretion. We will inform you of your designation as an ACH Prefunding customer, and of any change in the designation. You agree to pay us, in immediately available funds, an amount equal to the sum of all credit Entries or debit reversals related to Entry data delivered to the Bank at such time as we may from time to time designate or, if not otherwise designated (a) if you are not an ACH Prefunding customer, no later than the opening of business on the Effective Entry Date, and (b) if you are an ACH Prefunding customer, no later than the date of transmittal of the related Entry data to us or at such earlier time as we may have established for you.
7. **Provisional Credit.** You agree that any payment by the Bank to you for any debit Entry, returned credit Entry, or credit reversal is provisional until we have received final settlement for such Entry. We may delay availability of provisional funds at our discretion in accordance with Applicable Law. If final settlement is

not received, we are entitled to, and you agree to pay, a refund of the amount credited; we may charge your Account(s) for the amount due. We may refuse to permit the use of any amount credited for a debit Entry or credit reversal if we believe that there may not be sufficient funds in the your Account(s) to cover chargeback or return of such Entry or reversal.

8. **Processing, Transmittal and Settlement by Bank.** Except for On-Us Entries below, we will (a) process Entries received from you to conform with the file specifications set forth in Rules, (b) transmit such Entries as an ODFI to a Federal Reserve Bank acting as an ACH Operator, and (c) settle for such Entries as provided in the Rules. All Entries shall be received by the Bank prior to the "**Effective Entry Date**" of the transactions as prescribed in the Documentation ("**Delivery Date Deadline**"). We will transmit or complete the necessary authorizations for ACH Entries by the deposit deadline of the ACH set forth in the Documentation, provided: (a) such Entries are received by our related cut-off time and Delivery Date Deadline as identified in the Documentation on a Business Day, and (b) the ACH is open for business on such Business Day. Entries shall be deemed received by us when the transmission (and compliance with any related Security Procedure provided for in the Documentation) is completed as provided in the Documentation. If any of the requirements of this Section are not met, we may use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH which is a Business Day and a day on which the ACH is open for business.
9. **Notification of Change.** We will notify you of all Notifications of Change (each, a "**NOC**") received by us relating to Entries transmitted by you by mutually agreeable means, including e-mail, no later than the time provided for such notice in the Documentation. You must make the changes specified in an NOC or corrected NOC (a) prior to initiating another Entry to the Receiver's account, or (b) as otherwise required in the Rules, if the Rules specify a different time for correction.
10. **On-Us Entries.** In the case of an Entry received for credit to an account maintained with us (an "**On-Us Entry**"), we will credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in this Exhibit are met. If such requirements are not met, we may use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.
11. **Inconsistencies.** If a Receiver of an Entry is identified by both name and account number, payment may be made by the Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. Further, if an intermediary financial institution or a Receiver's financial institution is identified on a payment order by both name and account number, the Bank and other financial institutions may rely on the account number even if the name and the account number are not consistent or identify different parties. We will not be responsible or liable for the acts or omissions of any other person, including without limitation, you, an Administrator, a User, a Receiver, a person acting on your behalf, a Receiver's financial institution, or an intermediary or correspondent financial institution.
12. **Notice of Returned Entries.** We will notify you by telephone or electronic transmission, including e-mail, of the receipt of a returned entry from the ACH no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted by you in accordance with the requirements of this Exhibit, we will have no obligation to retransmit a returned Entry to the ACH if we complied with the terms of this Exhibit with respect to the original Entry.
13. **Representations and Warranties.** With respect to each and every Entry initiated by the Customer, you represent and warrant to us and agree that:
 - (a) You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years following the last entry to the Receiver and other documents related to Entries for a period of six (6) years. Without limiting the foregoing, each person as the Receiver of an Entry received by the Bank from you has authorized the initiation of such Entry, and the crediting or debiting of its account in the amount and on the Effective Entry

Date shown on such Entry. You will provide the Receiver with a copy of such authorization whenever you are required to do so under Applicable Law;

- (b) Such authorization is operative at the time of transmittal or crediting/debiting by the Bank as provided herein;
- (c) Entries transmitted to us by you are limited to those types of credit or debit Entries set forth in this Exhibit;
- (d) If the amount of a debit Entry to a Receiver's account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, you will, at least ten (10) days before the Effective Entry Date of such debit Entry, send the Receiver written notice of the amount of such debit Entry and its Effective Entry Date, unless the Receiver has previously been notified of Receiver's right to receive such notice and the Receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount;
- (e) If any change is made by the Customer in the scheduled Effective Entry Date of one or more debit Entries, you will, at least seven (7) days before the Effective Entry Date of the first such debit Entry to be affected by such change, send the Receiver a written notice of the new Effective Entry Date(s) of such Entry or Entries;
- (f) You agree to be bound by and comply at all times with the Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the Receiving Depository Financial Institution ("**RDFI**") to the Receiver as provisional until receipt by the RDFI of final settlement for such Entry;
- (g) You acknowledge that you have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry; and
- (h) You will not use the Service to collect: (i) payments for goods or services sold by third parties; (ii) payments relating to adult entertainment, illegal gambling services, or child pornography; (iii) obligations owing to third parties; or (iv) obligations related to cash advances by the Customer.

14. Prohibited or Ineligible Payments. The following types of payments are prohibited through the ACH Service, and we have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments:

- (a) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
- (b) Payments that violate Applicable Law;
- (c) Payments that violate this Exhibit and/or the Agreement;
- (d) Payments related to: (i) tobacco products, (ii) prescription drugs and devices; (iii) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety; (iv) drug paraphernalia; (v) ammunition, firearms, or firearm parts or related accessories; (vi) weapons or knives regulated under Applicable Law; (vii) goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity; (viii) goods or services that are sexually oriented; (ix) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (x) goods or services that defame, abuse, harass, or threaten others; (xi) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene,

indecent, or discourteous; or (xii) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;

- (e) Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), or sweepstakes;
- (f) Payments relating to transactions that: (i) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes, or multi-level marketing programs, (ii) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts funded by a credit card, (iii) are for the sale of items before the seller has control or possession of the item, or (iv) constitute money-laundering or terrorist financing; and
- (g) Tax payments and court ordered payments

15. Corrections. Neither the Customer nor any service provider may initiate corrections to files that have already been transmitted to an ACH Operator.

16. Cutoff Hours. The cutoff hours applicable to an ACH Communication are reflected in the Documentation (as amended from time to time). An ACH Communication is considered executed when we execute it. If an ACH Communication is received after the cutoff hour or on a day that is not a Business Day, we will use reasonable efforts to process the Communication on the next Business Day.

17. At our discretion, you are subject to a satisfactory credit review by Summit Bank from time to time, at Summit Bank's sole option and discretion, and in accordance with Summit Bank's established credit criteria, including a review of personal and business credit bureau reports. You shall, upon Summit Bank's request, provide any such credit-related information and assistance required to perform any such review. Failure to meet such standards in the sole discretion of Summit Bank or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Summit Bank to terminate this Agreement. Upon credit review, and at the sole discretion of Summit Bank, you may be required to establish a reserve deposit account and/or line of credit to offset risks associated with your ACH origination activities.

Originator must complete, or have completed by an outside source, a website security audit.

- End of Exhibit A -

Exhibit B
Wire Transfer Service

1. **General.** This Exhibit sets forth additional terms and conditions applicable to use of our wire transfer service (the "**Wire Transfer Service**"). The Wire Transfer Service allows you to initiate electronic payment orders to third parties via the System. You may submit wire transfer requests to us through the System in accordance with the terms and conditions of this Exhibit and the Agreement (each, a "**Request**"). All Requests must be submitted using the System by you or, if applicable, your Users established by your Administrator. You are responsible for all Requests to the fullest extent provided by Applicable Law and as set forth in this Exhibit and the Agreement. Funds must be available in accordance with our Funds Availability Policy in the Account specified in the Request at the time the Request is received by the Bank. A Request is deemed received by us only when actually received in the form and containing the content specified or otherwise required by us.

2. **Required Information.** Every Request must contain any and all information prompted and required by the System, which may include without limitation: (a) your Account number; (b) the amount to be transferred from your Account; (c) the beneficiary's name and address; (d) the beneficiary's account number; (e) the name and routing information of the beneficiary's financial institution; and (f) the name and routing information for any intermediary or correspondent financial institution(s). If a Request identifies the beneficiary's financial institution, an intermediary or correspondent financial institution, or the beneficiary by name and account or other identifying number, we may act solely on the basis of such account or identifying number. In the event a Request describes an account number for a person that is in a name other than the designated beneficiary, we will execute the Request to the account number specified by you notwithstanding the inconsistency.

3. **Communications; Security Procedures.** We will use the Security Procedures and Credentials set forth in the Agreement to verify the authenticity of Requests. For the purpose of this Exhibit, Communications shall have the meaning provided in the Agreement and shall include Requests to the Bank in connection with the Wire Transfer Service. For the purpose of this Exhibit, Security Procedures shall have the meaning provided in the Agreement and shall include but not be limited to any Security Procedures used to access Accounts and to use the Service. We may offer you or require you to use additional authentication tools or methods from time to time. If you choose not to implement such additional authentication tools or methods, you acknowledge that your access to some or all of the Wire Transfer Service may be limited.

4. **Review of Requests by the Bank; Honoring Requests.** We reserve the right to review any Requests received from you and contact you if any issues or questions arise during such review. We will honor a Request only if such Request complies with the terms of the Agreement and you or, if applicable, the User initiating the Request provide(s) the Bank with all information prompted and required by the System. We will be under no obligation to honor, either in whole or in part, any Request if:
 - (a) The Request exceeds the Collected Balance in your Account;
 - (b) We have reason to believe a User initiating the Request may not, in fact, be authorized by you;
 - (c) The Request involves funds subject to a hold, dispute, or legal process preventing their transfer;
 - (d) The Request is not in accordance with the requirements set forth in the Agreement;
 - (e) In our reasonable judgment, processing the Request would violate Applicable Law; or
 - (f) In our sole discretion, processing the Request would cause us to engage in an unsafe or unsound practice.

5. **Templates.** The System allows you to create customized templates, which may save certain beneficiary and beneficiary account information supplied by you (each, a "**Template**"). Any Template created by you or, if applicable, an Administrator or a User, and any information set forth therein, is your sole and exclusive

responsibility. You are responsible for updating the information within any such Template(s) as necessary to ensure the accuracy and completeness of such information, and for verifying its accuracy before initiating any Request using any Template.

6. **Acceptance and Execution of Requests.** A Request is considered executed when we execute it. A Request must be received by us prior to our Deadline for Requests, as identified in supporting Documentation. We will normally execute a Request on the Business Day of receipt of the Request, provided that we receive the Request prior to the applicable Deadline. A Request received after the Deadline of 1:00pm PST for an International wire and 2:00pm PST for a Domestic wire, or on a non-Business Day, will normally be executed on the next Business Day. If a Request does not specify a date on which funds are to be transmitted, we may transmit the funds and execute the Request on the Business Day following the Business Day of receipt of the Request.
7. **Information within a Request; Regulatory Compliance.** In submitting a Request, you are responsible for providing correct information. Please note that the Wire Transfer Service is designed to respond to Requests with information that you supply. Any inaccuracy in information provided by you could result in unintended results. We bear no responsibility for any information in a Request that is inaccurate, incomplete, or otherwise incorrect. You acknowledge that the Bank and other financial institutions to which a Request is forwarded may rely on any financial institution identification number supplied by you as a means to identify any other financial institution, even if the identification number is different than the financial institution named by you. Your obligation to pay the amount of the wire transfer to the Bank is not excused in such circumstances. Any Request we execute will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirements under Applicable Law. You acknowledge and agree that we may capture and transmit information regarding the Customer (*e.g.*, your name, address, and Account number) and regarding any beneficiary (*e.g.*, the beneficiary's name, address, other beneficiary identifiers, and the beneficiary's account number) as part of the processing of a payment order. Upon request, you agree to fully cooperate with us in connection with any requirements imposed on us in fulfilling our obligations in this regard.
8. **Foreign Currencies and Foreign Countries.**
 - (a) **Currencies.** Unless otherwise approved by the Bank in our sole discretion, transfers made via the Service may be made in U.S. currency only. If you request a wire transfer in U.S. currency or in a currency other than U.S. Dollars to a foreign country, we may transfer the payment in the currency of the beneficiary financial institution's country at any exchange rate chosen by the Bank. If a wire transfer is returned, you understand the exchange rate for conversion of the foreign currency into U.S. Dollars may differ from that used by Bank to process the initial wire transfer.
 - (b) **The Beneficiary's Financial Institution.** The financial and other circumstances existing at a beneficiary's financial institution are outside of our control. As such, we make no guarantee or representation with respect to the availability of funds at the beneficiary's financial institution. We also make no representation or warranty as to the time or date your funds will arrive at the beneficiary's financial institution, the amount of any fees charged by the beneficiary's financial institution or any other intermediary or correspondent involved in your Request, or the time or date the beneficiary will receive credit for funds.
 - (c) **Foreign Countries.** Because the Wire Transfer Service may involve international wire transfers of funds, your use is subject to applicable laws, rules, and regulations of the United States and foreign governments. We will not accept any Request for the wire transfer of funds to or through any person, entity, or country that in our reasonable judgment would violate any applicable law, rule, or regulation, including without limitation the regulations promulgated by the Office of Foreign Asset Control ("OFAC").

(d) **Manual Entry.** Please note that, in some circumstances involving international wire transfers, the System may not feature a sufficient amount of fields, spaces, and/or other prompts necessary for you to enter all information required to complete your Request(s). In such event, you will be solely responsible for making alternative arrangements to complete any such Request(s). You may contact us and request that we complete such a Request(s) on your behalf (e.g., by requesting that we manually enter your information into the System or otherwise); provided, however, that we will need to speak to an authorized signer on the relevant Account to initiate and/or release any such wire transfer(s). In some circumstances, we may also send you an image of the information we have entered on your behalf (via e-mail, fax, or otherwise) and require you to confirm the accuracy of such information before we release any such wire transfer(s). You understand and agree that we will only accept and honor Communications that satisfy certain Security Procedures established by us in our sole discretion in connection with any such Request(s) (e.g., the security measures described in Section 12(b) below or otherwise). You agree to indemnify and hold harmless the Bank and its employees, officers, directors, and agents from and against any and all damages, losses, claims, liabilities, and expenses (including a reasonable attorneys' fee) arising from or relating to any request that we complete a Request on your behalf under this Section (e.g., by manually entering your information into the System or otherwise). Your indemnification obligations described in this Section will not apply to the extent any damages, losses, claims, liabilities, or expenses are caused by our gross negligence or willful misconduct; provided, however, you understand and agree that, in the event we (or any of our employees, officers, directors, or agents) rely upon an oral, telephonic, electronic, written, or other request, notice, or instruction believed in good faith to have been by you (or on your behalf), or in the event that you choose not to confirm (or erroneously confirm) the accuracy of any information we have entered on your behalf, such reliance will in no event constitute gross negligence or willful misconduct.

9. Designation of Wire Transfer System. If you do not specify a wire payment system or an intermediary financial institution when initiating a particular Request, we may use one or more of the following: the Fedwire System, The Federal Reserve Bank, or any other intermediary financial institution identified by the foregoing systems or financial institution as a correspondent financial institution of the beneficiary's financial institution, or any other payment system or intermediary financial institution we deem reasonable under the circumstances. You agree to be bound by the rules of the wire transfer system utilized. We will not be responsible or liable for the acts or omissions of any other person, including without limitation, you, any User, Administrator, a beneficiary, a person acting on your behalf, a beneficiary's financial institution, or an intermediary or correspondent financial institution.

10. Provisional Credit. When we give you credit for an incoming payment order, it is provisional until we receive final settlement for the payment order. If we do not receive final settlement, you must return the funds previously credited to the Account to the Bank, and the person who sent the payment order will not be treated as having paid you.

11. Contingency Process.

(a) **System Unavailability.** In the event the Wire Transfer Service is unavailable and you are unable to send Communications to us through the System prior to a Deadline, we will use reasonable efforts to notify you to implement the contingency process described in this Section (the "**Contingency Process**"). During the Contingency Process, we will need to speak to an authorized signer on the relevant Account to initiate and/or release any wire transfer(s).

- (b) **Security Measures.** You understand and agree that during a Contingency Process we will only accept and honor Communications that satisfy certain security measures established by us in our sole discretion. Such security measures may include, but are not limited to, requiring the authorized signer to identify himself or herself, provide security question answers, provide the Account number, and any other information we deem necessary or appropriate to verify the identity of the authorized signer and, in some cases, invoke a call-back procedure for verification of the instructions received.

12. Remittance Transfers. Any consumer in the United States that electronically transfers funds to consumers or business recipients in a foreign countries is sending a remittance transfer, which has the meaning given in Subpart B of Regulation E, 12 C.F.R. §§ 1005.30, *et seq.* (a "**Remittance Transfer**"). As such, if your Request constitutes a Remittance Transfer, additional rules, restrictions, and disclosures may apply. For example, if your Request constitutes a Remittance Transfer:

- (c) You will receive specific disclosures with respect to the Remittance Transfer;
- (d) We will send you a special receipt containing additional information after execution of the Remittance Transfer;
- (e) You have certain cancellation and refund rights in connection with the Remittance Transfer;
- (f) You have certain rights if you suspect an error or problem with the Remittance Transfer; and
- (g) There may be certain provisions of this Exhibit or the Agreement that are inconsistent with the provisions of Regulation E, in which case the provisions of Regulation E shall control.

- End of Exhibit B -

Exhibit C
Remote Deposit Capture Service

1. **General.** This Exhibit sets forth additional terms and conditions applicable to use of our remote deposit capture service (the "**Remote Deposit Capture Service**"). The Remote Deposit Capture Service allows for the conversion of paper checks into image exchange items (each, an "**Image Exchange Item**") so that such Items can be electronically transmitted through the Treasury Management Services to the Bank for processing and deposit into your Account(s) and for entry into the check collection process. Subject to the terms of the Agreement, we will provide the Remote Deposit Capture Service to enable you to transmit Imaged Items to us or our designated processor to be cleared as Substitute Checks. We reserve the right, with prior written notice to you, to place from time to time limits on your right to use our Remote Deposit Capture Service.
2. **Primary Account Designation.** You may use the Remote Deposit Capture Service to facilitate a deposit to any deposit Account you maintain with us (other than those with deposit restrictions, such as CDs). The Account to which you designate a deposit will be referred to in this Exhibit as the "**RDC Account.**" You authorize us to debit the RDC Account (or any other Account you maintain with us) for any fees or other amounts due to us in connection with the Remote Deposit Capture Service. If the RDC Account is closed for any reason, the Remote Deposit Capture Service will be stopped along with any unprocessed Remote Deposit Capture Service deposits. To reinstate the Remote Deposit Capture Service, you will be required to designate a new RDC Account.
3. **Remote Deposit Capture Service.** You may create images of Original Checks via scanning hardware and Software, if any, approved or provided by us. You agree to correctly enter all amounts and any other required information prompted by the System. Your RDC Account will be provisionally credited upon our acceptance of the Imaged Item for deposit which is received through the Remote Deposit Capture Service. You agree to maintain the RDC Account to receive credit and provide other specific information required by the Bank from time to time as it relates to the Remote Deposit Capture Service. As set forth in this Exhibit, all deposits received by us are accepted subject to our verification and final inspection and may be rejected in our sole discretion. In addition to the Agreement, please note that all deposits are also subject to the terms of your Deposit Account Agreement, our Funds Availability Policy, and Applicable Law.
4. **Customer Rights and Responsibilities.**
 - (a) **Quality Standards.** You agree to only submit Items for processing that meet the definition of an Item under the Agreement, and you agree to ensure that the Items scanned meet the ANSI X9.37 standards for image quality required by Regulation CC, or other standards established or required from time to time by the Bank or Applicable Law. You agree not to process any Non-qualifying Items. Our processing of any Non-qualifying Items will not constitute a waiver by us or obligate us to process such Non-qualifying Items in the future. We may discontinue processing of Non-qualifying Items at any time, without cause or prior notice to you.
 - (b) **Items Drawn on Certain Accounts.** Absent our prior approval in writing, you agree not to attempt to scan and transmit to us any Item drawn on a deposit Account of yours at the Bank or an account of yours at any other financial institution, or a deposit account of any business entity of which you are a principal, officer, authorized representative, or authorized signer. You agree to only use the Remote Deposit Capture Service for your own business purposes (*i.e.*, not for personal, family, or household purposes) and in accordance with the Agreement.
 - (c) **Certain Substitute Checks.** You agree not to attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with the Bank. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of your Deposit Account Agreement.
 - (d) **Additional Agreements.** You agree to do the following: (i) ensure that Items are legibly and

restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (ii) handle, process, maintain, and destroy Original Checks as set forth in this Exhibit and in the Documentation, and (iii) ensure that no financial institution (depository, collecting, or payor), drawee, drawer, or endorser receives presentment or return of, or otherwise is charged for, an Item more than once in any form.

- (e) **Verification.** You will be responsible for promptly verifying our receipt of your transmission(s) by verifying that deposits have been posted to the RDC Account, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank.
- (f) **Updates and Changes.** You will be responsible for installing and implementing any changes and upgrades to the Remote Deposit Capture Service as required by us within five (5) calendar days to ensure, for example, compliance with regulatory changes or developments, or to protect the integrity and security of the Remote Deposit Capture Service. You agree to ensure that the equipment for the Remote Deposit Capture Service is clean and operating properly, and to inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes.
- (g) **Restrictions.** You agree not to scan and transmit for processing any of the following: (i) any checks payable to third parties or in any way not payable solely to you; (ii) demand drafts or remotely created checks as defined by the UCC and Regulation CC, respectively; (iii) checks that are stale dated by six (6) months or more or that are posted-dated; (iv) savings bonds; (v) Substitute Checks; (vi) checks that have been returned unpaid for any reason; or (vii) any check that exceeds your transaction limitations as we establish from time to time.
- (h) **Original Checks.** You agree to retain each Original Check in accordance with any Documentation provided to you, and you agree to store Original Checks in a safe and secure environment through the retention period outlined in any such Documentation. You shall take appropriate security measures to ensure that: (i) only authorized personnel have access to Original Checks; and (ii) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties. You agree to promptly (but in any event within two (2) Business Days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to the Bank upon request to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deems necessary. You agree to use a commercially reasonable method consistent with any requirements of Regulation CC and approved by the Bank to destroy Original Checks after the retention period has expired. In the event of lost, mistaken, incomplete, or unusable Imaged Items, or in the event of claims of fraud, alteration, counterfeit, or otherwise, you agree to cooperate with us in providing information, including access to such records.
- (i) **Returns.** You understand and agree that an Item that is not paid by a paying bank, or is otherwise returned for any reason, will be returned to you and your RDC Account will be charged for the amount of the Item plus any associated fee as disclosed in our Fee Schedule. Our right to charge the RDC Account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to us.

5. **Bank Rights and Responsibilities.**

- (a) **Processing.** For all Imaged Items processed by the Customer pursuant to this Exhibit, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (b) Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. All such processing and presentment will be done in accordance with timeframes and Deadlines set forth in the Documentation or as we establish from time to time.
- (b) **Deposit Account Agreement(s).** Unless otherwise agreed by the Customer and the Bank, we will

process any returned Items in accordance with the Documentation and/or your Deposit Account Agreement.

- (c) **Availability of Item Funds.** Subject to the terms of the Agreement, availability of credit from Items processed through the Remote Deposit Capture Service is subject to our Funds Availability Policy.
- (d) **Refusals.** We may in our sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. Further, we may also from time to time establish exposure limitations and assign them to you.
- (e) **Holding Funds upon Termination.** You acknowledge that under the UCC, Regulation CC, and the rules of any image exchange network our representations and warranties with respect to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check. As such, in addition to any other rights we may have with respect to the Account(s), we may hold and use funds in any Account following termination of your use of the Remote Deposit Capture Service for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back, or otherwise a cause for any loss, liability, cost, or other action for which we may be responsible.

6. Processing Times.

- (a) **Timing.** Our Remote Deposit Capture Service is only available for use on Business Days during the times set forth in the Documentation, except during maintenance periods, or such other hours as we establish from time to time. Transmissions processed after these hours on a Business Day, or on any day that is not a Business Day, are treated as occurring on the next Business Day. Imaged Items processed for deposit through the Remote Deposit Capture Service will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where we or our designated agent posts the credit to the RDC Account. A deposit of Imaged Items will be deemed to have been received and accepted by us for deposit when: (i) we have preliminarily verified that the image quality of the Imaged Items is acceptable to us in our sole discretion, all Item information is complete, and the deposit totals are balanced to the Item information provided for the deposit; and (ii) we have successfully performed all further validation routines as we may require with respect to the deposit.
- (b) **Imaged Items.** Items will be processed and ready for presentment after we receive acceptable digitized images and associated data for any given transmission from you. You agree to view the images of each scanned Item that is sent to us. If we receive Item information that is not complete or cannot be processed for any reason, we may reject the Imaged Item, notwithstanding any transmission confirmation, and charge the amount back against any provisional credit to your RDC Account. You will be responsible for promptly verifying our receipt of your transmissions by verifying that deposits have been posted to the RDC Account. We will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.
- (c) **Options after Rejection.** If an Imaged Item is not accepted for deposit through the Remote Deposit Capture Service, you may then submit the Original Check to a Bank branch for processing or contact the maker to reissue the check. If you submit the Original Check for processing, we reserve the right to refuse to process the check for deposit and presentment to the Paying Bank and may instead require you to have the maker reissue the check.

- 7. **Scanners.** Where applicable, you will be responsible for providing a scanner for the Remote Deposit Capture Service. If you provide your own scanner, we may require you to obtain our prior approval before installation of the Software and use of the Remote Deposit Capture Service. If you use a bank provided scanner, you will be required to return the scanner when Remote Deposit Services are no longer used, or at anytime the Bank terminates you from Remote Deposit Services.

- 8. Customer Representations and Warranties.** You make the following representations and warranties with respect to each Item, including Non-qualifying Items, processed by you through the Remote Deposit Capture Service: (a) the Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check (including all MICR information) as of the time you converted the Original Check to an Imaged Item; (b) the Imaged Item contains all endorsements applied by parties that previously handled the Original Check in any form for forward collection or return; (c) all encoding, transfer, presentment, and other warranties made under Applicable Law as we are deemed to make under Applicable Law, including without limitation those under the UCC, Regulation CC, and the rules of any image exchange network; and (d) there will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you will be liable for and otherwise assume responsibility for any such duplicate presentment of any check.
- 9. Additional Indemnity.** In addition to any indemnification obligations under the Master Agreement, you agree to indemnify and hold harmless the Bank and our employees, officers, directors, and agents from and against any and all damages, losses, claims, liabilities, and expenses (including a reasonable attorneys' fee) arising from or relating to any of the following: (a) the Bank acting as a "reconverting bank" under the Check 21 Act through the creation of "substitute checks" or purported substitute checks using an Imaged Item or an illegal Imaged Item; (b) the Bank presenting to a Paying Bank an Imaged Item for payment; (c) your failure to exercise adequate security controls or dispose of Original Checks in accordance with this Exhibit, or failure to securely dispose of such Original Checks, in which event such losses and liabilities shall include, without limitation, consequential damages; (d) any deposit of an Original Check if it is later returned unpaid due to the fact that the Item was previously deposited using the Remote Deposit Capture Service; and/or (e) your failure to exercise due care in handling and operating the equipment used to facilitate the Service, including any Hardware. This indemnity will survive termination of the Agreement.
- 10. Our Liability.** We will not be liable to you for any refusal of a Paying Bank to pay an Imaged Item or Substitute Check for any reason (other than for our breach of contract, gross negligence, or willful misconduct), including without limitation, that the Original Check, Imaged Item, or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature.

- End of Exhibit C -

Exhibit D
Positive Pay Service

1. **General.** This Exhibit sets forth additional terms and conditions applicable to the use of our positive pay service ("**Positive Pay**" or the "**Positive Pay Service**"). Positive Pay refers to the fraud reduction and reconciliation program offered by the Bank to enable you to instruct us to pay or return certain debits presented to the Bank for payment on the Account(s) that you have enrolled in the Positive Pay Service. For purposes of this Exhibit, a "**Check**" means a draft (including a Demand Draft), other than a documentary draft, payable on demand and drawn on the Bank.

2. **Accessibility.**
 - (a) **Primary Account Designation.** You may use Positive Pay to facilitate the reconciliation of any Account you maintain with the Bank (other than those with checking or debit restrictions, such as CDs). The Account you designate as the primary Positive Pay Account will be referred to as the "**Positive Pay Account**" for purposes of this Exhibit. You authorize us to debit the Positive Pay Account (or any other Account(s) maintained with us) for any fees or other amounts due to us in connection with Positive Pay. If the Positive Pay Account is closed for any reason, Positive Pay may be cancelled along with any unprocessed Positive Pay transactions. To reinstate Positive Pay in such a case, you will be required to designate a new Positive Pay Account.

 - (b) **Eligibility Review.** To use the Positive Pay Service, you must meet certain eligibility requirements, such as Check quality, timely delivery of Check Issue Files, and any other eligibility requirements we establish from time to time. Check Issue Files will be tested prior to using Positive Pay to ensure transactions are captured by our System. Any file format issues either before or after testing must be addressed before using (or continuing to use) Positive Pay. Should you fail to adhere to any requirements provided by us, you must immediately make any adjustments or corrections upon notification from us. If you fail to make such adjustments or corrections, we may discontinue providing the Positive Pay Service to you.

 - (c) **Product Availability.** Positive Pay is available on Business Days during the times set forth in the Documentation, except during maintenance periods, or such other hours we establish from time to time. Transmission of Check Issue Files can occur at any time during the day; provided, however, the reconciliation of the Check Issue Files to the paid items will not be updated until after nightly processing is complete. It is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet our schedules set forth in the Documentation or as we establish from time to time.

 - (d) **Damaged Checks.** Any presented Check that is damaged, lost, or destroyed (a "**Damaged Check**") so as to be rejected by automated processing systems will not be covered by this Exhibit. You agree that we have sole discretion regarding returning a Damaged Check to the presenting bank or to any other depository financial institution. This means we are not obligated to (but may, in our sole discretion) return a Damaged Check, unless expressly instructed otherwise by you. You further agree that our decision to return a Damaged Check does not obligate us to return any Damaged Checks thereafter. If we return a Damaged Check, we may return the Damaged Check by any commercially reasonable means, including by use of notice in lieu of return or by return of copies of the Damaged Check to you. We will use commercially reasonable efforts to notify you of a Damaged Check.

3. **Services.**
 - (a) **Importing Data.** On each day that a Check is written against your Positive Pay Account, you agree to supply us with a Check Issue File (or to input such information directly into the System) prior to our established Deadline(s). You agree that the Check Issue File (or manual input) will be submitted in a format and medium by the Deadline(s), at scheduled days, and at the places specified in the supporting Documentation.

- (b) **Comparisons.** We will compare certain information on presented Checks (specifically, the Check number(s) and dollar amount(s) on presented Checks) against your Check Issue File (or manual input). We will only make such a comparison: (1) on Business Days (either on the day set forth in the Documentation or on the Business Day immediately following such day), and (2) against Checks that have been properly submitted in your Check Issue File (or manual input). For the avoidance of doubt, please note that, with respect to each presented Check, we will compare only the Check number and dollar amount contained on the Check against your Check Issue file (or manual input), and that we will not compare any other information contained on the Check against your Check Issue File (or manual input), (e.g., the payee of the Check, the issue date of the Check, or otherwise). If the Check number(s) and dollar amount(s) contained on your presented Check(s) precisely match those contained in your Check Issue File (or manual input), we will treat your presented Check(s) as properly payable (excluding any valid stop payment order(s) that you have requested), and you authorize us to pay such Check(s). If the Check number(s) and dollar amount(s) contained on your presented Check(s) does not match precisely, an exception file (an “**Exception**”) will be presented to you via the System and you will be responsible for instructing us to pay or return the Exception item(s) (as described below).
- (c) **Customer Instructions.** We will pay or return any Exception item(s) based upon your instructions. If you have requested us to pay all Exception items (under your Enrollment Form), then you authorize us to pay all Exception items, unless you otherwise instruct us to return any Exception item(s) prior to our established Deadline. On the other hand, if you have requested us to return all Exception items (under your Enrollment Form), then you authorize us to return any Exception item(s), unless you otherwise instruct us to pay any Exception item(s) prior to our established Deadline(s). We may rely on any instruction(s) from you that we reasonably believe to be genuine.
- (d) **Exclusions.** We assume no duty under this Exhibit to compare or otherwise to identify and/or return duplicate Checks, Checks with duplicate check numbers, improperly coded items, or Checks lacking an encoded check number. Positive Pay does not apply to items that have been settled before the effective date of any listing. Further, you agree that we will not be responsible or liable for any loss or damage resulting from: (i) payment of any Exception item that is altered or unsigned, or which bears your forged or unauthorized signature, or which for any other reason should not have been paid; (ii) return of any Exception item to the depository bank in accordance with the Agreement; or (iii) your failure to meet our established Deadline(s). You understand and agree that you may be required to place a stop payment order on any returned Exception item, which will be subject to our standard stop payment fee (as set forth in our Fee Schedule).
- (e) **No Verification of Signatures.** We will not be obligated to verify the signatures on any Check that matches the Check number and amount information listed in your Check Issue File. You understand and agree that we may compare information on the Check Issue File with information that is encoded on the items presented to us for payment. However, we will not be required to otherwise examine Checks, or seek to confirm that they are properly signed, completed, unmodified, or encoded. You agree that our responsibilities under this Exhibit present an acceptable standard of care for Positive Pay as it relates to your Account(s). You acknowledge and agree that Positive Pay may not identify counterfeit or duplicate Checks, and we make no representation or warranty with respect to our ability to do so. As such, you agree to promptly review all statements, returned Checks, reports, and other Check and transaction information that we make available to you from time to time.
- (f) **Continuing Obligations.** You agree that our failure to report a discrepancy to you in connection with the Positive Pay Service will not discharge your obligation with regard to any item, and will not obligate us to return any item if it is otherwise properly payable. Further, you understand that we may return any Check unpaid if there are insufficient available funds in your Account(s).

4. Customer Rights and Responsibilities.

- (a) **General Requirements.** To use the Positive Pay Service, you must have at least one checking Account at the Bank. In addition to the indemnification obligations otherwise set forth in the Agreement, you agree to indemnify and hold harmless the Bank and its employees, officers, directors, and agents for any losses arising from your failure to make decisions on any Exception item(s) or to send updated or timely Check Issue File information.
- (b) **Accuracy of Information.** You assume full responsibility for the completeness, timeliness, and accuracy of all information provided to us. It is important that the information provided to us via the System and Positive Pay be precise (*e.g.*, the correct amount in dollars and cents, correct Check numbers, etc.). We assume no responsibility for detecting or correcting ambiguous, incomplete, untimely, or inaccurate information or Communications provided by you. We will have no duty to process nonconforming information or Communications and we may reject or discontinue processing Positive Pay without prior notice to you.
- (c) **Limits.** In addition to any other limitation on liability set forth in the Agreement or Deposit Account Agreement, you agree that if we pay or reject for payment Checks in accordance with this Exhibit, you release us and holds us harmless from any claim that the Checks were not properly payable, or for wrongful dishonor (as applicable).
- (d) **Returns.** You understand and agree that any return that is not accepted by a receiving financial institution, or is otherwise returned for any reason, will be returned to you and your Positive Pay Account will be charged for the amount of the payment plus any associated fee set forth in our Fee Schedule. Our right to charge the Positive Pay Account will apply without regard to whether the payment is timely returned to us or whether there is any other claim or defense that the payment has been improperly returned to us.
- (e) **Technical Requirements.** You agree to comply at all times with our format and data transmission standards for the Positive Pay Service. You further agree to issue Checks in accordance with our specifications and to change Check formats when we request you to do so. You agree that we will not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding. Upon our request, you agree to supply us with sample Checks for testing.

5. Bank Rights and Responsibilities.

- (a) **Processing.** Subject to the terms of this Exhibit, processing of the return request of any items under this Exhibit will be subject to the Agreement, the Deposit Account Agreement, and Applicable Law.
- (b) **Exception Items.** We will use commercially reasonable efforts to make all Exception items available through the System for your review.
- (c) **Discretion.** We may, in our sole and absolute discretion, refuse to process any return request.

- 6. Refusals by Receiving Financial Institutions.** If the receiving financial institution refuses to accept a returned item for any reason, we will charge the Positive Pay Account for the return as well as any fees associated with that transaction.

- End of Exhibit D -

Exhibit E
Pro-Tech Service

1. **General.** This Exhibit sets forth additional terms and conditions applicable to use of our Pro-Tech Service ("Pro-Tech" or the "Pro-Tech Service"). The Pro-Tech Service refers to the fraud reduction program offered by the Bank to enable you to instruct us to accept or return certain ACH debit Entries presented to the Bank for payment on the Account(s) enrolled in the Pro-Tech Service.

2. **Accessibility; Customer Rights and Obligations.**
 - (a) **Primary Account Designation.** Each Account you designate as a Pro-Tech Service Account will be referred to as a "Pro-Tech Account." You authorize us to debit the Pro-Tech Account(s) (or any other Account(s) maintained with us) for any fees or other amounts due to us in connection with the Pro-Tech Service. If a Pro-Tech Account is closed for any reason, the Pro-Tech Service may be cancelled along with any unprocessed Pro-Tech Service transactions. To reinstate the Pro-Tech Service in such a case, you will be required to designate a new Pro-Tech Account.

 - (b) **Eligibility Review.** To use the Pro-Tech Service, you must meet certain eligibility requirements as set forth in the Documentation or as we may communicate to you from time to time. Should you fail to adhere to any requirements provided by us, you must immediately make any adjustments or corrections upon notification from us. If you fail to make such adjustments or corrections, we may discontinue providing the Pro-Tech Service to you.

 - (c) **Approved & Blocked Pro-Tech Lists; Parameters; Maintenance.** To use the Pro-Tech Service, you will be required to establish a list of approved originator company IDs (the "Approved Pro-Tech List") or Blocked list of originator company IDs (the "Blocked Pro-Tech List") in accordance with the Documentation and any instructions we communicate to you from time to time. You understand and agree that you will be solely responsible for establishing, maintaining, and updating the Approved Pro-Tech List or Blocked Pro-Tech List and any optional parameters (*e.g.*, maximum amounts, frequencies, start and end dates, etc.) associated with the Approved Pro-Tech List or Blocked Pro-Tech List (collectively, your "Pro-Tech Payment Rules").

 - (d) **Pro-Tech Payment Rules.** In general, your Pro-Tech Payment Rules will determine whether an ACH debit Entry presented to the Bank for payment on the Pro-Tech Account(s) will be accepted or returned. In the event a particular ACH debit Entry conforms to your Pro-Tech Payment Rules, the Bank will accept such ACH debit Entry. However, in the event a particular ACH debit Entry does not conform to your Pro-Tech Payment Rules (an "ACH Exception"), the Bank will block the associated ACH debit Entry, and you will have the opportunity to review such ACH Exception to decide whether to accept or return the associated ACH debit Entry. In the event of an ACH Exception, you must review and decide whether to accept or return the associated ACH debit Entry before the Deadline set forth in the Documentation.

 - (e) **Default Rules.** With respect to ACH Exceptions, the System and the Pro-Tech Service may allow you to apply a default setting to accept all or return all ACH Exceptions ("Default Rules"). In the event you fail to timely review and accept or return an ACH Exception by the Deadline set forth in the Documentation, the Bank will accept or return the associated ACH debit Entry in accordance with your Default Rules. You understand and agree that in some cases your Default Rules may result in the return of an ACH debit Entry that was in fact authorized by you. You agree to indemnify and hold harmless the Bank and its employees, officers, directors, and agents for any losses arising from your failure to timely make decisions with respect to any ACH Exceptions.

 - (f) **Alerts.** You may opt to receive certain alert notifications via the Pro-Tech Service in accordance with your Enrollment Form and the Documentation.

- (g) **Product Availability.** The Pro-Tech Service is available on Business Days during the times set forth in the Documentation, except during maintenance periods, or such other hours we establish from time to time.

3. Accuracy; Timing of Changes; Returns; Exclusions.

- (a) **Accuracy of Information.** You assume full responsibility for the completeness, timeliness, and accuracy of all information provided to us. It is important that the information provided to us via the System and the Pro-Tech Service be precise (*e.g.*, the correct originator company IDs, etc.). We assume no responsibility for detecting or correcting ambiguous, incomplete, untimely, or inaccurate information or Communications provided by you. We will not process nonconforming information or Communications and we may reject or discontinue processing the Pro-Tech Service without prior notice to you.
- (b) **Updates to Pro-Tech Payment Rules or Default Rules.** Any additions, updates, or changes to your Pro-Tech Payment Rules or Default Rules must be made via the System before the Deadline set forth in the Documentation. If you fail to meet such deadline, such additions, updates, or changes will take effect on the following Business Day.
- (c) **Returns.** You understand and agree that any return that is not accepted by a receiving financial institution, or is otherwise returned for any reason, will be returned to you and your Pro-Tech Account(s) will be charged for the amount of the payment plus any associated fee set forth in our Fee Schedule. Our right to charge the Pro-Tech Account will apply without regard to whether the payment is timely returned to us or whether there is any other claim or defense that the payment has been improperly returned to us.
- (d) **Exclusions.** We assume no duty under this Exhibit to identify and/or return duplicate ACH debit Entries. The Pro-Tech Service does not apply to ACH debit Entries that have been accepted before a particular Pro-Tech Payment Rule has been made effective to your Pro-Tech Account(s).

- End of Exhibit E -

Exhibit F
Administrative Rights

1. **Administrative Rights.** This Exhibit sets forth additional terms and conditions applicable to use of Administrative Rights. From time to time, the Bank may allow you to designate a Senior Administrator for setting up access rights of individual Users including Administrators with authority to access the System and use Services on your behalf. You assume sole responsibility for the activities of any Administrator(s) and User(s) acting on your behalf. Where applicable, any Senior Administrator will generally control access or use of the System and/or Services by the Users, which may include the ability to appoint and/or remove one or more additional Administrators. We undertake no obligation to monitor transactions effected by any Administrator(s) or User(s) through the System to determine whether such transactions are in-fact authorized by you. You authorize any Administrator(s) and/or User(s) to act individually or in concert. You are responsible for any transaction initiated by an Administrator or User regardless of whether your authorization was exceeded. You understand that an Administrator and/or User may utilize Services without regard to any restrictions otherwise applicable to your Account(s). For example, an Administrator or User will be able to utilize the Services and System regardless of whether they are also authorized signers on your Signature Card. Whenever an Administrator or User leaves your employ or you otherwise revoke the authority of an Administrator or User to access or use the Services or System, you must immediately notify us in writing. You remain fully responsible for the use of the Login IDs, Passwords, and Services occurring before you notify us and we have had a reasonable opportunity to act upon your written notice. Where applicable, each Administrator is responsible for removing access for each User's Credentials. You expressly acknowledge and agree that you are fully responsible for any breach or violation of the Agreement by an Administrator or User.

- End of Exhibit F -

Exhibit G Definitions

Unless otherwise indicated, capitalized terms used in the Agreement shall have the following meanings:

- "**Account**" or "**Accounts**" refers to each of your deposit accounts or loans with Summit Bank.
- "**ACH**" refers to the Automated Clearing House, which is an organization that processes electronic payments under the NACHA Rules.
- "**ACH debit**" and "**ACH credit**" shall have the meanings provided in the Rules.
- "**Administrator**" means, where permitted by the Bank, a person you designate to be your liaison to the Bank in connection with the Treasury Management Services and access to one or more specified Accounts pursuant to the Agreement. If the Bank allows you to designate an Administrator, you and your Administrator may be required to execute and deliver any additional Bank forms and/or Documentation as we may require from time to time. An Administrator is a User who will be liable and responsible for assigning authority levels, coordinating, monitoring, and maintaining other Users (including appointing other Administrators). If more than one person is designated as your Administrator for an Account, either person may act independently and without the presence, concurrence, or consent of the other Administrator(s).
- "**Applicable Law**" means all federal, state, and local rules, ordinances, statutes, laws, and regulations applicable to the Agreement, as well as all interpretive rules, regulatory opinions, formal and informal advisory opinions, and any guidance provided by a regulatory body having jurisdiction over either Bank or Customer or the subject matter of the Agreement.
- "**Authorized Representative**" refers to each of the officers, managers, or representatives of Customer and any authorized signer on the Account(s), acting individually or together and who are authorized by Customer to give us Communications with respect thereto, including determining the Services available to you, designating Administrator(s) (if permitted by the Bank), and executing or electronically transmitting Enrollment Forms.
- "**Business Day**" refers to any day that we are open for business, usually Monday through Friday, excluding Federal holidays and weekends.
- "**Check Issue File**" refers to a record describing checks issued by the Customer and provided by the Customer to the Bank. A Check Issue File must contain, without limitation, the Positive Pay Account number and the issue date, check number, and face amount of each check.
- "**Collected Balance**" refers to the current balance of an Account, less any holds or pending memo credits or debits.
- "**Communication**" refers to any information, instructions, orders, or actions from you (or attributable to you under the Agreement (*e.g.*, by you and your Users, Authorized Representative(s), and/or Administrator(s), or otherwise)) received by us through the Treasury Management Services.
- "**Credentials**" refers to all security access requirements provided to the Customer for access to the Treasury Management Services.
- "**Deadline**" refers to the time at which any transaction must be completed and delivered to the Bank for processing same Business Day.

- **"Demand Draft"** means a writing not signed by you or your agent that is created by a third party under your purported authority for the purpose of charging your Account with the Bank, which writing contains your Account number.
- **"Documentation"** means any and all manuals, checklists, processing descriptions, procedures, forms, online help screens, instructions, and other documentation provided to you relating to the Treasury Management Services which the Bank may provide to you (whether in electronic form or otherwise) from time to time in connection with the Treasury Management Services.
- **"Endpoint"** means any Federal Reserve Bank, financial institution, local clearing house, courier, or other entity or location for the delivery of cash letters or other presentment of Imaged Items or Substitute Checks.
- **"Entry"** or **"Entries"** refers to the meaning provided in the Rules.
- **"Enrollment Form"** means one or more of the Bank's standard Treasury Management Services Customer Enrollment Form(s) you sign which identifies the Services you have selected and the Account(s) for which you request us to perform the Services. An Enrollment Form also includes any amendment, supplement, or update to an existing Enrollment Form.
- **"Fee Schedule"** means the Summit Bank Fee Schedule, as amended from time to time in our sole discretion, which sets forth the Bank's pricing and fees for various products and services. Our Fee Schedule is available at each Bank branch location and you may request a copy of our Fee Schedule by contacting us.
- **"Funds Availability Policy"** means the Bank's Expedited Funds Availability Policy, as amended from time to time in our sole discretion, which sets forth the availability timelines for funds we receive for deposit through various channels.
- **"Hardware"** means equipment such as personal computers, vendor- and/or Bank- approved image scanners, printers, or other specific equipment referred to in the Agreement that may be required by us from time to time for your use of the Services.
- **"Image Exchange Item"** means a digitized image of an Item cleared and settled directly with a Paying Bank without conversion to a Substitute Check.
- **"Imaged Item"** means the digitized image of a check that is created by the Customer and transmitted to the Bank using the Remote Deposit Capture Service.
- **"Item"** means a check that is payable on demand, drawn on or payable through or at an office of a United States financial institution and payable to or endorsed by the Customer, and includes Original Checks, Substitute Checks, and Image Exchange Items.
- **"Login ID"** refers to a level of security required to access Services provided to each individual using the Services.
- **"Multi-Factor Authentication"** refers to security access that requires more than one type of access method.

- **"NACHA"** refers to the National Automated Clearing House Association, which is a national organization that governs electronic payments processed in the United States.
- **"Non-cash Item"** means an Item that would otherwise be an Item, except that: (a) a passbook, certificate, or other document is attached; (b) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (c) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (d) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Paying Bank.
- **"Non-qualifying Item"** means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, demand drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six (6) months or more or post-dated, savings bonds, Items payable to "cash," non-negotiable Items, and any Item that exceeds your transaction limitations as we establish from time to time.
- **"Original Check"** has the meaning given to such term under Regulation CC.
- **"Password"** refers to a code that may be selected or changed online by you (or, if applicable, by an Administrator or User) that, in conjunction with the Login ID, provides a level of security required to access Services.
- **"Paying Bank"** means the United States financial institution ordered in an Item to make payment to the payee(s) named on the Item.
- **"Rules"** refers to the rules of the NACHA governing ACH transactions, including any attachments or appendices thereto now in effect, or as may be amended from time to time.
- **"Security Procedures"** refers to any requirement or instructions provided by the Bank addressing access or security of information required by the Treasury Management Services and used by the Bank to authenticate your Communications.
- **"Service"** or **"Services"** individually or collectively, refers to any or all services you request on the Enrollment Form(s).
- **"Signature Card"** refers to the Bank's standard documentation and/or application(s) completed at Account opening.
- **"Software"** means any software required by the Bank in order for you to use the Services.
- **"Substitute Check"** means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.
- **"System"** means the electronic banking system offered by the Bank to provide the Treasury Management Services.
- **"User"** is any individual designated by you (or, if applicable, by an Administrator) to access and/or use the Services on your behalf.

- End of Exhibit G -

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