

Online Banking and Cash Management Services Master Agreement

This Online Banking and Cash Management Services Master Agreement contains the terms and conditions under which Professional Bank will provide certain Online Banking Services and certain Cash Management Services to its customers.

General Provisions

1. **Definitions.** As used in this Master Agreement, the following terms shall have the following meanings. Other capitalized terms used herein shall have the meanings ascribed to them elsewhere in the text this Master Agreement; provided that to the extent no capitalized term is defined herein, it shall have the meaning set forth in the chapter of the UCC relating to Funds Transfers.

- (a) "*Account*" means a deposit account held with us and that you have designated as for use with the Services.
- (b) "*Additional Documents*" means the agreements, riders, schedules, exhibits, appendix, guides or other documents containing additional terms and conditions applicable to each Service.
- (c) "*Administrator*" is a person who is designated by a Business Customer to have access to and manage the Services, to conduct banking activities, to add and remove Authorized Users, and to otherwise administrate a Business Customer's use of the Services.
- (d) "*Authorized Users*" are persons designated by Customer, in the case of Consumer Customers, and by an Administrator, in the case of Business Customers, as authorized to access the Services and to perform certain transactions using the Services.
- (e) "*Bank*" refers to Professional Bank.
- (f) "*Business*" is a corporation, company, partnership, association, trust or other business entity that is not an individual.
- (g) "*Business Customer*" is a Customer that is a Business.
- (h) "*Business Day*" means any day of the week except Saturday, Sunday, and any federal holiday as recognized by the Federal Reserve Board.
- (i) "*Customer*" refers to Bank's customer under this Agreement.
- (j) "*Online Banking*" is a Bank product that allows online banking and also contains the Cash Management Services.
- (k) "*Consumer*" is an individual.
- (l) "*Consumer Customer*" refers to a Customer that is a Consumer.
- (m) "*Customer*" refers to the owner of the Account.
- (n) "*Deposit Account Agreement*" refers to the account agreement that governs your Account.
- (o) "*EFT*" refers to an Electronic Funds Transfer.
- (p) "*EFT Disclosure*" refers to the Electronic Funds Transfers Your Rights and Responsibilities disclosure applicable to Consumer Customers.
- (q) "*Master Agreement*" or "*Agreement*" means this Online Banking and Cash Management Services Master Agreement.
- (r) "*Platform*" means the Website, application, or other means by which you access the Services.
- (s) "*Service*" means each of the Online Banking Services and the Cash Management Services, and "*Services*" means the Online Banking Services and the Cash Management Services collectively.
- (t) "*Signer*" means an individual who is authorized signatory as set forth on the signature card document pertaining to the Customer's Account.
- (u) "*UCC*" shall mean the Uniform Commercial Code as adopted in the jurisdiction whose law applies to this Master Agreement.
- (v) "*We*," "*us*" and "*our*" means or refers to, as the context may require, Bank or any affiliate thereof with which you have established one or more Accounts, and any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the provision of the Services.
- (w) "*Website*" refers to the website maintained by us to provide access to the Service.
- (x) "*You*," "*your*" and "*yours*" means or refers to Customer and each and every person who now or hereafter is a Signer, Administrator, or Authorized User with respect to, or has any interest in, any Account.

2. Rules of Construction; Acceptance of Terms and Conditions.

(a) This Master Agreement is in addition to other agreements between Bank and Customer, including, without limitation, the Deposit Account Agreement that governs applicable Accounts, the EFT Disclosure, and such other related disclosures and fee schedules applicable to the Services. Except as to separate agreements setting forth terms and conditions of a particular Service, if there is a conflict between the terms and conditions of this Master Agreement and one contained in another applicable agreement between Bank and Customer, this Master Agreement will control. This Master Agreement replaces any prior agreements concerning online banking and cash management services.

(b) By accessing the Platform, by enrolling for the use of any Service, or by using or allowing any others to use any Service in relation to any Account (as an Authorized User or otherwise), Customer accepts and agrees to the terms and conditions of this Master Agreement, including any Additional Documents, in each case as and if modified from time to time. Your continued use of the Services after notice of any changes or amendments to this Master Agreement or any Additional Documents applicable to any Service, shall constitute your acknowledgement of review and acceptance of such agreements as changed or amended. You agree that we may disclose amendments or modifications to this Master Agreement and any Additional Documents by way of electronic means, including, without limitation, through prompts at login, popup screens, mail and e-mail, and you agree that we may obtain and use signatures obtained in digital format and effectuated through electronic means, including, without limitation, by way of software, computer or handheld device, whether typed or written by mouse, finger, stylus or otherwise, and same shall be deemed an original signature and shall be binding upon you.

3. Account Access and Approval.

(a) Generally. The Services are Internet-based services that provide you with access to your Accounts and allow you to manage your Accounts and conduct certain banking activities. The Bank provides the Services through the Platform.

(b) Access. Subject to the terms of this Agreement, you will generally be able to access your Accounts through the Website seven (7) days a week, twenty-four (24) hours a day. At certain times, some or all of the Services may not be available due to system maintenance or circumstances beyond our control.

(c) Qualification. To qualify for access to the Services, you must have an Account and a valid e-mail address.

(d) Approval. Your approval for use of the Services may be subject to evaluation, including credit and underwriting criteria established by us from time to time. You agree to provide to us such financial, business, and operating information as we may reasonably request in connection with our evaluation, underwriting review and approval process. Notwithstanding the results of any such evaluation, we are under no obligation to approve your use of the Services. The decision to approve your use of all or any part of the Services is within our sole discretion.

(e) Responsibility of Your Equipment. Except, in the case of Business Customers, for any equipment we may lease to you, you are responsible for and must provide all computers, telephone, devices, and other equipment, software (other than any software provided by us) and services necessary to access the Services.

4. Security Procedures.

(a) Introduction. We employ the use of certain procedures and requirements ("*Security Procedures*") with respect to the Services, including (i) the use of unique user identifications (each, a "*User ID*") and passwords ("*Passwords*") (User IDs and Passwords, collectively, "*Login Credentials*"); (ii) challenge-response mechanism for forgotten Passwords; (iii) minimum Password length settings; and (iv) "lock outs" after incorrectly entering in Login Credentials three (3) times in a row. The terms and conditions of ancillary products or services may contain additional security procedures, and you agree to abide by and follow such additional procedures. By logging in, directly through an Authorized User, you acknowledge reviewing these Security Procedures and agree that they are commercially reasonable. You warrant that no individual will be allowed to initiate transactions through the Services, including funds transfers, in the absence of proper supervision and safeguards. You agree to take all steps within your control to keep these Security Procedures confidential to help prevent fraud or unauthorized transactions. We do not represent or warrant that the Security Procedures will prevent errors, unauthorized activity, or fraud. So long as we act in good faith and comply with the Security Procedures, any transaction that we have processed shall be binding on you regardless of whether the transaction was actually initiated or authorized by you or an Authorized User. We will have no liability if an error, unauthorized activity, or fraud occurs, unless such error was directly caused by our gross negligence or willful misconduct.

(b) Login Credentials.

(i) User Id. Each User Id must include both letters and numbers. It cannot begin or end with a space and cannot include a single quotation mark, a pipe, a backslash, a greater-than symbol, or a less-than symbol. User IDs are case sensitive. We reserve the right to change this standard at any time.

(ii) Password. Passwords must be 8-12 characters, and must consist of at least one alpha and one numeric character. Each password should be a unique identifier and not associated with any commonly known identification that is known by others to be associated with the applicable Authorized User. We recommend that you not use telephone numbers, proper names, addresses, dates of birth, or the names of an Authorized User's children or pets. Each Authorized User should memorize their password and not share it with anyone, including Bank personnel. Bank personnel will never ask for an Authorized User's or Administrator's password. Authorized Users should not, under any circumstances, share their password with anyone purporting to be an employee or agent of

Bank. We further recommend that End Users not use the same password for other Bank products. We may change our standards for or require you to change or update passwords at any time and without prior notice.

(iii) Security of Login Credentials. You are required to maintain the security of each End User's Login Credentials. We recommend that you memorize your Login Credentials and do not write them down. You are responsible for keeping all Login Credentials confidential. We recommend that you change passwords regularly. You acknowledge that Login Credentials are highly sensitive and must be safeguarded from unauthorized disclosure. You agree to establish prudent security policies and procedures that include proper safeguards to protect the confidentiality of such Login Credentials. You agree to adopt and employ such policies and procedures as we so recommend or direct, but agree that we are under no obligation to make any such recommendation or issue such direction. You assume all risk relative to your disclosure of any Login Credentials to any third party, whether an Authorized User or otherwise.

(c) Revocation of Access/Lock Out. Upon three (3) unsuccessful attempts to use its password, an Authorized User's access to the Services will be revoked. To re-establish authorization, the Authorized User or Administrator must contact us to have the applicable password reset or to obtain a new temporary password.

(d) Additional Security and Authentication Methods or Devices. We may also require that you use other security and authentication methods to access your accounts or initiate certain transactions. We may also, at our option, offer you additional, optional security protocols or devices, such as tokens, random number generators or one-time passwords, to enhance security. You shall be responsible for maintaining the security of any such other security or authentication methods or devices in the same manner as Login Credentials.

(e) Security of Computer. You shall be responsible for maintaining the security of your computer or other device, including from viruses or third parties that may compromise any User IDs or Passwords. You shall ensure that you and each Authorized User have signed off from the Service when a session is complete to prevent unauthorized persons from using or accessing any Service. You are solely responsible for the physical security of each computer or other electronic device through which you access the Services. We are not responsible for detecting or protecting against, and shall not be liable for any loss you sustain on account of, any virus, including malware, keystroke loggers, Trojans and/or spyware, or problems, malfunctions, or unauthorized transactions resulting from any computer viruses or unauthorized activity, or any related problems that may be associated with the use of an online system, as well as by any misuse, theft, or fraud committed by you, your employees, officers, agents, or any third party outside of our reasonable control. We recommend that you utilize and regularly maintain anti-virus software, firewalls, and other security measures (collectively, "Security Measures") with respect to your computers, servers, and other operating systems, and for protecting, securing, and backing up any data and information stored in or on your computer systems. We further recommended that access to any of the Services be limited to those persons with the appropriate security and authority level that is commensurate with the risks associated therewith. We are not responsible for ensuring that you grant authority to appropriate persons, nor are we responsible for ensuring that you implement, use or update such Security Measures. You agree that such activity contemplated hereunder is your sole responsibility and you assume all risks and losses related thereto, including any risk from use, nonuse, or breach of such Security Measures.

(f) Notice of Breach or Compromise. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you, your Authorized Users, or any other authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you new Login Credentials or a new Security Device, or we may establish new Security Procedures as soon as reasonably practicable, but we shall not be liable for any delay in taking such actions.

(g) Change Administrators, Authorized Users, or Authority Levels. For Business Customers, you agree to notify us immediately if the authority of any Authorized User(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your Authorized Users or other authorized representative(s) whose authority to have the Security Device has been revoked. The occurrence of unauthorized access will not affect any transactions executed in good faith by us prior to receipt of such notification and for a reasonable time thereafter.

(h) Access and Use of Systems. You warrant that no individual will be allowed access to the Services in the absence of proper supervision and safeguards and agree to maintain the confidentiality of any Security Procedures or related instructions provided by us in connection with the Services. If you, at any time, have reason to believe or suspect that any such information or instructions have been compromised or disclosed to or accessed by any unauthorized person or used in a manner not authorized by you, you shall notify us immediately by telephone, and shall follow such notification with written confirmation. The occurrence of unauthorized access will not affect any transactions executed in good faith by us prior to receipt of such notification and for a reasonable time thereafter.

(i) E-mail Phishing. We will never contact you via email and ask you for your account number or Login Credentials. You acknowledge that certain viruses may be delivered via e-mail and are typically disguised as appearing from legitimate sources (such as us). You agree to protect yourself against e-mail fraud and to educate yourself, all Authorized Users and, in the case of Business Customers, your employees, officers, directors, agents, managers, and partners, as applicable, of the risks of such e-mail fraud. If you receive an e-mail or other electronic communication that you believe is fraudulent, do not open it, click any link within it, or respond to it. You agree to assume all risk related to any e-mail that you receive or open.

(j) Technical (Hardware and Software) Requirements. In order to access the Services, your computer, handheld device or other device (each, a "Device") must meet certain minimum hardware and software requirements. We may require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies," in order to utilize the Services. Failure to meet such requirements may disable your access to the Services. You agree that we may place cookies and other identifiers on the computers and handheld devices used to access the Services. Cookies help us confirm your

identity and help us keep your transactions secure when you utilize the Services. We also use cookies for various purposes such as maintaining continuity during an online session, gathering data about your use of the Services and other websites, and optimizing the performance of the Website. We may also acquire information concerning the computers and Devices you use to access the Services to facilitate and enhance secure access to the Services.

(k) For Accessing the Services through a personal computer. You must have (1) an operating system that consists of Windows NT, 2000, ME, XP, Vista, Win 7 or higher; or Macintosh OS 10.x; and (2) Access to the Internet and a compatible Internet browser which supports HTML 4.0 and 128bit SSL encryption and Javascript, such as (a) For PC using Windows NT, 2000, ME, XP, Vista, Win 7 or higher: Microsoft Internet Explorer 7.0 and higher; Firefox 3 and higher; Chrome 3.0 and higher; (b) For Macintosh using OS 10.x: Safari 3.0 and higher; Firefox 3 and higher; Chrome 4.0 and higher.

(l) Authorization; Unauthorized Use. You authorize us, and our affiliates or third party vendors, as applicable, to act on and process instructions, including, without limitation, debits, credits, payments, and transfers, initiated under your Login Credentials (or those of your Authorized Users) and you agree that you are responsible for actions that may be taken by anyone using the Services after signing in with your Login Credentials, regardless of whether you actually authorized such action, unless and until you have notified us, according to notification procedures prescribed by us, that your account, Login Credentials, Security Device, or computers have been compromised, and we have had a reasonable opportunity to act upon such notice. We reserve the right to block access to the Services (in whole or in part) to maintain or restore security to the Website or Services or your access thereto.

(m) Multiple Signers. If an Account has more than one Signer, each Signer individually has the right to gain access to the Services and have their own Login Credentials. Accordingly, each such Signer may provide us with instructions, make any decision, obtain any information or make any request associated with the Account and Services, to the extent allowed by the terms and conditions governing provisions the Account. Any requirement to verify two (2) or more signatures on any item, such as checks, will not apply to transactions initiated through the Services, including electronic transfers, and we will have no liability when consummating these transactions pursuant to the instructions of a single Signer. This means that any person who is a Signer on your Account is authorized to have their own Login Credentials and individually make electronic transfers, even though that person's authority to transfer or withdraw funds from your Account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

(n) Monitoring Activity. You shall frequently monitor activity on your Accounts. We recommend that you review your Accounts at least daily. If you feel your information has been compromised report the suspicious activity to us immediately by contacting us via telephone, followed by written confirmation.

(o) Dual Control. For Business Customers, we recommend that you implement a dual control system, where appropriate. For example, one Authorized User should be responsible for generating batches, payment instructions, etc., while a separate Authorized User should be required to approve the order before releasing to us.

(p) Enhanced Security Products. We encourage you to enroll in products or services that will enhance security. Please inquire with your banker for more information regarding any other such products or services.

(q) Software Updates. We may, from time to time, require or recommend that you update certain software used in connecting with the Services. You agree to promptly implement such updates.

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

(s) Commercially Reasonable. You agree that you are satisfied with the Security Procedures and that they are commercially reasonable.

Services-Specific Provisions

5. Your Use of the Online Banking Service and Available Features. Subject to the terms and conditions of this you may use the Online Banking Service to access your Accounts and perform authorized transactions. Available features include:

(a) Account Summary. You will have access to updated balance and transaction information for all Accounts that you select to view using the Online Banking Service. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous Business Day.

(b) Transfers. This feature allows you to transfer funds between your Accounts.

(i) Types of Transfers. You may make one-time transfers or schedule future or recurring transfers. You may schedule transfers for the purpose of paying loan accounts with Bank. You may make transfers from a line of credit account to a Deposit Account, but you may not make a transfer from one line of credit to another line of credit. You also may, with loan officer approval, make draws on certain other loans to a Deposit Account, but you may not make a draw on a loan to credit another loan.

(ii) Posting of Transfers. Transfers to a deposit account are effective when you complete the transaction online and will post same day. Transfers to a line of credit or loan account are effective the next Business Day.

(iii) Transfer Limits; Availability. The maximum dollar limit on a transfer is equal to the available in your Deposit Account, plus the available balance or credit balance in any other account or line of credit attached to the Deposit Account to provide overdraft protection. Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction. We reserve the right to limit the frequency and dollar amount of transactions between your accounts for security reasons. By federal regulation, you are limited during any statement cycle to six preauthorized or automatic transfers (three of which may be by check, draft or similar order) if the Account is a savings or a savings with limited check writing privileges (money market type) account. Online bill payments and transfers between your Deposit Accounts are considered preauthorized transfers.

(iv) Insufficient Funds. If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, we reserve the right to decline the transfer. You are responsible for any overdraft fees created by any such transaction that causes an overdraft.

(v) Correcting or Canceling Your Transfer. You may cancel or change a transfer prior to it being effectuated. Once it has been sent, you cannot cancel the transfer.

(vi) Restricting Transfers. You may elect to restrict your account to “read only” such that transfers between your Accounts is restricted. To make this election, you must submit your request in writing to us.

(vii) Transfers to Other Financial Institutions. For funds transfers between financial institutions, those transfers will be processed, completed and posted by the other institution in accordance with its own rules.

(c) View and Download Statements and Check Images. Electronic Statements are available for checking, savings, and money market accounts only. Check images, front and back, are available under transaction history for 720 days. Front-only images are reflected in monthly statements. Statements are available for the life of the Account.

(d) Stop Payments. Stop payment orders (including stop payment orders for ACH transactions) must be submitted prior to 4:00 PM EST on a Business Day. Stop payment orders received after this time will be processed on the following Business Day. Stop Payment orders processed through the Online Banking Service are subject to the terms and conditions governing stop payment orders as found in your Deposit Account Agreement. Stop payments orders of EFTs must be communicated to us via a form that must be faxed, e-mailed, or hand delivered to us.

(e) Re-order checks. Checks may be re-ordered at any time. Certain check order fees may apply.

(f) Paying bills using Bill Pay. You may pay bills and send money to people and entities, subject to the terms and conditions more fully set forth below in Section 7.

(g) Export account information. You may export account information to your personal financial management software or other programs, such as Quicken® or Quickbooks®, as well as Microsoft® Excel or any program that supports a .csv file export.

(h) Information reporting. You may access certain account, transaction and related information available to help you control and manage your accounts and in connection with any questions raised by you via such Services. This may include information generated from other Services you use. You may have information reported directly to you or, with certain of our information reporting feature, reported at your direction to another financial institution or other entity. Detailed information regarding the information reporting features of the Platform are found in the Additional Documents relating to such features.

(i) Accounts at other banks. You may elect to have your accounts at another financial institution reported through certain of the information reporting features of the Platform. If you do so, you agree that you will authorize the other financial institution to make the reporting information available to us and to take all other actions necessary for us to activate the information reporting features of the Platform for you.

(ii) Third Party Information. If you gain, through your use of one or more Services, access to any information relating to any person other than us, you or any of your subsidiaries which have authorized your receipt of such information, you agree that you will treat such third-party information as strictly confidential and you shall not disclose it to any person outside your company or to any

persons within your company except those who have a need to know. Further, you shall ensure that adequate measures have been taken to prevent the unauthorized use of any such third-party information. You agree that you will not use any such third-party information for your own purposes other than in a communication to us relating to the Services.

6. **Mobile Banking.** Many (but not all) of these features are currently available through our mobile banking application ("*Mobile Banking*") and may be accessed through your Device, subject to the terms and conditions of this Master Agreement. We may expand or limit the features and Services available and accessible through Mobile Banking from time to time in our discretion, as well as the terms and conditions on which Mobile Banking (and the features and Services accessible through Mobile Banking) are available to you. The general terms and conditions applicable to Mobile Banking are set out in and may be accessed through the Mobile Banking application.

7. **Bill Pay.**

(a) **Description.** The Bill Payment Service ("*Bill Pay*") is provided through a module within the Platform, and it allows you to schedule bill payments to third party payees.

(b) **Bill Payment Account.** All payments scheduled through Bill Pay must be done through a designated checking account that is also your Primary Account (the "*Bill Payment Account*"). See Section 21 – Primary Account for further information about transaction limitations and account usage.

(c) **Process.** Through Bill Pay, you are able to make current, future, or recurring payments to certain companies or individuals you select. Once a payment is ordered, we will facilitate remitting a paper check or an electronic payment, as applicable for the particular payee, on your behalf.

(d) **Payees.** You must provide sufficient information about each payee to properly direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. This information may include the name and address of the payee, and your account number or invoice number with the payee. A payee must have a verifiable U.S. payment address. Occasionally, a payee may choose not to participate in Bill Pay or may require additional information before accepting payments. While we may work with these payees to encourage them to accept an electronic or check bill payment, the payee may elect not to accept such payment or may be able to process bill payments in a timely manner. In that event, we may decline, upon notice to you, to make future payments to this payee.

(e) **Scheduling Payments.** You can schedule payments at any time. Payments may be one-time or reoccurring. We recommend all bill payments be scheduled at least five (5) Business Days in advance of the bill's due date. With regard to the first time you initiate a bill payment for a particular payee, you must provide us with the payment information and delivery instructions at least ten (10) Business Days in advance. Payments that are scheduled to be processed on a non-Business Day are processed on the following Business Day.

(f) **Bill Pay Stop Payment or Change Instructions.** A scheduled payment may be changed or deleted at any time prior to the processing of the payment. Once a payment is processed, you will be unable to change or delete the payment. If the payment was sent electronically, you will be unable to stop payment or otherwise cancel the payment and you must contact the receiver of the payment. If the payment was sent via check, you will be required to follow the steps for a stop payment request. We make no warranties and we do not guarantee the cancellation of any payment. Accepted stop payments orders are governed by the terms and conditions contained in the Deposit Account Agreement.

(g) **Restrictions on Use.**

(i) **Payment Amount Limit.** Bill pay transactions are subject to limits, both as to maximum amounts and frequency of use. We reserve the right to modify these limits from time to time.

(ii) **Unsupported Payments.** Tax payments, court ordered payments and payments made outside of the U.S. and its territories are not recommended.

(iii) **Payee Addresses.** Acceptable Payee Addresses Payments can be made to anyone within the U.S. and its territories

(h) **Authorization.** By furnishing us with the name and address of a payee, you authorize us to follow your payment instructions regarding that payee. In some instances, Bill Pay may submit payments to the best known payee address. When necessary, we will change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing. We reserve the right to refuse to make any bill payment and the right to transfer funds electronically or by mail.

(i) **Non-Sufficient Funds.** If your Bill Payment Account does not have sufficient funds to make a payment on the Send-On Date, your payment order may still be processed, in our sole and absolute discretion. If the bill payment is processed thereafter and it creates an overdraft, it shall be governed by provisions within the Deposit Account Agreement for overdrafts.

(j) **Customer Use Only.** Bill Pay is intended only for use by you as the subscriber of Bill Pay. Any attempt to use Bill Pay to process payments for third parties is prohibited and will be grounds for termination of Bill Pay and your access to the Online Banking Service. We may use nonaffiliated third parties acting on our behalf to process Bill Pay payments. Bill Pay third-party processors are

required to adhere to our strict standards of security and privacy protection. Paper checks processed by nonaffiliated third parties may show that they were drawn on the third-party processor rather than on us.

(k) Account Closed. If your applicable Account closes or is restricted for any reason, all pending payments associated with the account will be cancelled and it is your sole responsibility to make all pending and future payments.

(l) Fees. Any fees applicable to Bill Pay are disclosed in the Schedule of Fees that accompanies the Deposit Account Agreement.

(m) No Duty to Monitor. We do not have any duty to monitor the payments that are made through Bill Pay. We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. You assume the entire risk of loss and indemnify and hold us and our affiliates, and each of their respective directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments, and expenses (including attorney fees) arising out of or in any way connected with: insufficient funds in your Bill Payment Account; delays in mail delivery; changes to the payee's address or account number, unless we've been advised of the change in advance; misuse of Bill Pay; your impropriety; failure of any payee to correctly account for or credit the payment in a timely manner; or any other circumstances beyond our control.

(n) No Signature Required. Payments sent via Bill Pay do not require signatures and you agree that we may debit your Bill Payment Account to pay any paper drafts that are sent via Bill Pay.

(o) Errors. If we do not properly complete a bill payment on time or in the correct amount, we will pay any related late fees or finance charges that you reasonably incur as a result, as long as your account was in good standing with the payee prior to this incident, and if you so request, we will notify the payee that the error was caused by us. We will not be responsible for any charges, fees, or penalties imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly. In addition, we will not be liable if any third party, through whom any bill payment is to be made, fails to properly transmit the payment to the intended payee. We will also not be liable if: (i) there are insufficient available funds or credit availability in your Bill Payment Account; (ii) if a legal order directs us to prohibit withdrawals from the Bill Payment Account; (iii) if the Bill Payment Account is closed or frozen; (iv) if any part of the electronic funds transfer system network is not working properly; or (v) any condition or circumstance beyond our reasonable control. In no event, will we be liable for indirect, special, or consequential damages arising out of the use of Bill Pay.

8. Positive Pay.

(a) Overview. Our Positive Pay Service ("*Positive Pay*") allows us to compare authorization data provided by you with the information encoded on items presented to us for payment against any Account. If the information matches, we will treat the matching items as validly issued and properly payable, and will process such items for payment. If the information does not match, we will report the mismatch to you for your determination of whether the item is to be paid.

(b) Use. On each Business Day, we notify you of "Exception Items" presented to us for payment on that Business Day and which we have identified as exceptions based on authorization information you have provided to us.

(i) Determination of Exception Items. "*Exceptions Items*" are items for which the information encoded on the items is inconsistent with the item authorization information you have provided to us for any Account.

(ii) Treatment of Exception Items. On the same day we report Exception Items to you, you must notify us, by the deadline of 12 pm EST, of which items you want us to pay/accept or which to return. If you fail to notify us by the deadline, we will return the Exception Items. You may change our default treatment of Exception Items for which you provide no specific instructions by notifying us in writing that Exception Items should be treated as accepted unless specifically notified otherwise.

(c) Additional Considerations.

(i) Notwithstanding instructions to pay an item, we may refuse to pay any item if there are insufficient funds in the Account to cover the item.

(ii) Positive Pay applies to checks that are presented for payment through normal interbank check clearing procedures (e.g., local clearinghouse, the Federal Reserve, or direct send presentment cash letter) and posted to Accounts each night. Checks that are presented in any other manner will be paid in accordance with Bank's standard procedures.

(iii) Positive Pay does not apply to items that have been finally paid before the effective date of any listing.

(iv) The Stop Payment and Positive Pay Services operate separately. If Customer requests by telephone or online that Bank stop the payment of a check, the check may not show up as an Exception Item. Customer agrees not to use Positive Pay (via a return report) as a substitute for a stop-payment order.

(v) We will not be obligated to verify signatures on any items that match the information Customer provides or that Customer fails to reject. Customer understands and agrees that Bank may compare Customer information on approved Items with information that is encoded on the items presented to Bank for payment. Bank will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. Customer agrees that Bank may rely on the process described above and that it will be deemed an acceptable standard of care for the Service and the Account. Customer understands that the Service may not identify counterfeit or duplicate checks which contain the same check serial number and amount as the items

described in Customer's authorization information. Customer agrees to review promptly all statements, returned checks, reports and other check and transaction information that Bank makes available.

(vi) You agree to provide check information and instructions to us in the manner, form and format that we specify for Positive Pay. You assume full responsibility for the completeness and accuracy of all information furnished to Bank. Bank's willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and Bank may discontinue processing nonconforming information without prior notice.

(vii) We may pay stale-dated and postdated checks unless you have placed a stop payment or postdated check order on such items, have removed them from your list of items approved for payment, or have failed to notify us through the Service not to pay the items.

9. Wire Transfer Service. Bank offers wire transfer Services that allow Customer to make payments to others by wire transfer. While accessible through Online Banking, these Services are subject to a separate agreement between you and Bank, and are not covered by this Master Agreement.

10. Deposits Using a Device.

(a) Purpose. We may allow you to remotely make deposits to your Accounts by scanning Items using a Device and delivering the images and information to us or our processor (a "Processor"). For purposes of this Section, the terms "we", "Bank" and "Processor" may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank. The term "Item" as used in this section shall mean any Item, draft, or similar instrument defined as an item under the UCC. A deposit using your Device shall constitute acceptance of this Agreement and your reaffirmation of any representation and warranty contained herein.

(b) Conditions. Any deposit made by any Device shall be subject to any procedures proscribed by us. Notwithstanding the fact that we have accepted an Item for deposit, any credit made to your Account shall be provisional, and subject to correction and adjustment, including, without limitation, due to any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank, which you will be liable for such losses and claims.

(c) Items Deposited. Any Item that you deposit using your Device must be (i) properly payable to you, (ii) acceptable to Bank for deposit into your Account(s) in accordance with the Deposit Account Agreement, and (iii) an "item" as that term is defined by Federal Reserve Board Regulation CC ("Reg CC") 4-104 of the UCC. Notwithstanding the preceding sentence, whether or not money orders are items for Reg CC purposes, some money order types are eligible for deposit using a Device because they may not be embossed at printing and the numeric and written amount may not be a legible image when scanned.

(d) Prohibited Items. You agree not to remotely deposit any item that: (i) is not payable to you, (ii) is prohibited by this Agreement, (iii) would cause the violation of any law, rule or regulation, (iv) you know or believe is fraudulent or otherwise not authorized, (v) has been previously returned unpaid; (vi) is postdated; (vii) is more than 6-months old; (viii) is payable to "Cash"; (ix) is drawn on a financial institution that is located outside of the United States or territories of the United States, (x) is a Remotely Created Item, a "substitute check" (as defined in Reg CC) or an "Image Replacement Document" or "IRD", or (xi) is not compliant with this Agreement.

(e) Rejected Items. If Item information received by us is not complete or cannot be processed by us for any reason, we may either (i) reject the Item, notwithstanding any transmission confirmation, and charge the amount back against any provisional credit to your Account, or (ii) elect to correct the error and accept and process the corrected File (a "Corrected File"), which, as a form of correction, we may credit your Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. We have no obligation to notify you of the rejection of a file or the images or other information contained therein. We shall have no liability to you for the rejection of a file or failure to notify you.

(f) Returned Items. If images of items deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the image, the original item will not be returned, and we may charge back an image of the item to your Account. The image may be in the form of an electronic or paper reproduction of the original item or a substitute item. Unless otherwise instructed by us, you agree not to deposit the original item if an image or other debit as previously described is charged back to you.

(g) Exceptions and Discrepancies.

(i) Detected by Bank. We will process the Items according to the amount entered by you, if applicable, or by the numeric amount shown. If the numeric amount is unclear or does not match the written amount, we will process the Item according to the written amount, and we may correct the amount entered by you by adjusting your account if there are discrepancies. If the item is ambiguous, we reserve the right to return the check as an exception. Items made payable to Customer or any reasonable derivation thereof may be acceptable for deposit. If an item does not have the necessary information to be processed, then we reserve the right to treat the item as an exception. If an item is treated as an exception, we may return it to you, and not accept it for deposit. If an Item is returned for any reason, we will notify you. If we discover that the legal amount of an item is different than the amount that has been credited to your Account, you authorize us to make the necessary adjustment to your Account to correct the discrepancy, without notice or prior approval necessary.

(ii) Detected by Customer. You shall promptly notify us in writing of any error, unauthorized transaction, or discrepancy within the time periods set forth by the Deposit Account Agreement. You agree to provide us with any information we may reasonably

request in connection therewith. In no event shall we be obligated to make any correction or otherwise resolve any error, discrepancy, or other unauthorized transaction if you should fail to notify us within the periods set forth in the Deposit Account Agreement.

(h) Receipt of File. You agree that we shall not be liable or obligated to process an item that is not received by us, including those that are intercepted or altered by an unauthorized third party.

(i) Daily Deposit Limits. We reserve the right to establish daily deposit limits, either in the number of Items or deposit amounts, and may elect to accept or reject an item for exceeding such limits. We reserve the right to change any daily deposit limit at any time upon notice to you, which shall be effective immediately.

(j) Cutoff Times. To be eligible for processing on the day transmitted, Items must be received by us prior to 4:00 PM EST on a Business Day (the "Cutoff Time"). Files received after the cutoff time may be deemed received on the next Business Day

(k) Collection of Items. We shall determine, in our sole discretion, the manner in which Images shall be presented for payment to the drawee bank. Likewise, we shall select, in our sole discretion, the clearing agents used to collect and present the images and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. Collection of items is also subject to applicable law, rules, and regulations and the terms of the Deposit Account Agreement.

(l) Information Requests. You agree to cooperate with any request from us related to a deposit, including our requests for financial information or documents. You agree that we may from time to time request information and reports about you from credit bureaus and similar reporting agencies.

(m) Contingency Plan. You understand that from time to time, due to circumstances out of our control, you may be unable to capture, balance, process, produce or transmit a file to us, or otherwise comply with the terms hereof, due to communications, equipment or software outages, interruptions or failures. You acknowledge and agree that you may deposit such items in other ways, such as visiting a local branch office. You acknowledge and agree that we shall not be liable to you for any loss or damage you sustain as the result of your inability to deposit an item using your Device. The deposit of original items at an office of Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Master Agreement.

(n) Customer Warranties. In addition to the warranties in the Deposit Account Agreement or any other agreement with us, you represent, warrant and covenant that: (i) you shall only deposit Items that are authorized by this Master Agreement and the Deposit Account Agreement; (ii) you will not take any action that would obscure, alter or impair the capture or transmission of information on the front or back of the item or that otherwise may prevent us or another institution from capturing or processing such information; (iii) each image transmitted contains a true and correct representation of the front and the back of each Item, and of the data contained on the MICR line, and each such image has not been modified or altered; (iv) you will not create, transmit, or attempt to deposit a duplicate image of any item or negotiate the original of any Item of which an Image was created; (v) no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or indorser, will be asked to pay the original item from which an image was created or a duplication (whether paper or electronic, including ACH entries) of such Item; (vi) no subsequent transferees of the item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the image was presented for payment or returned instead of the original item; (vii) all information provided by you is true, complete and accurate and properly reflects the business, financial condition and, in the case of Business Customers, the principal partners, owners or officers, of Customer; (viii) there is no action, suit or proceeding pending or, to your knowledge, threatened which, if decided adversely, would impair your ability to carry on its business substantially as now conducted or which would adversely affect your financial condition or operations. You are solvent and you will maintain sufficient funds in your account(s); and (ix) you will not deposit any item for any unlawful purpose or process items previously deposited through the Service through other financial institutions.

11. ACH Origination Services.

(a) Overview. ACH Origination Services allows you to initiate electronic credit and/or debit entries ("*Entries*") by means of the Automated Clearing House ("*ACH*") Network through your Accounts maintained at Bank. Capitalized terms used but not defined in this Section or elsewhere in this Master Agreement shall have the meanings ascribed by the National Automated Clearing House Association ("*NACHA*") in their rules ("*NACHA Rules*").

(b) Use.

(i) Compliance with NACHA Rules and Laws. You represent, warrant, and agree that all Entries or other ACH transactions contemplated hereunder will comply with applicable law, the NACHA Rules, and this Agreement. You acknowledge that you have or have access to a copy of the current NACHA Rules. Your obligation to comply with applicable law includes, but is not limited to, sanctions enforced by the Office of Foreign Assets and Control ("*OFAC*") and it is your responsibility to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-OFAC or by visiting the OFAC website at www.ustreas.gov/ofac). We will transmit those Entries initiated by you that are properly transmitted and comply with the NACHA Rules and this Agreement.

(ii) Form and Type of Entries. Entries shall be transmitted to us in computer readable form in compliance with the formatting and other requirements set forth in the NACHA file specifications (Appendix Two of the NACHA Rulebook) or as otherwise specified by us. Originated Entries are limited to "CCD" (Corporate Credit) and "PPD" (Prearranged Payment and Deposit) Standard Entry Class Coded transactions. The Effective Date of any Entry must be a Business Day.

(iii) Domestic Only. We will only process domestic (U.S.) Entries. We do not process international ACH transactions.

(iv) Cutoff.

(1) The deadline for receipt of Entries (the "*Cutoff Time*") is 3:00 PM EST one (1) Business Days prior to the Effective Date. Entries received after the Cutoff Time shall be deemed to have been received on the next Business Day.

(2) Upon request, we offer same-day procession for certain ACH Entries ("*Same Day ACH*"). The Cutoff Time for Same Day ACH is 12 PM EST. Entries received after the Same Day ACH Cutoff Time will be processed as non-Same Day ACH Entries in accordance with subsection (1), above. Same Day ACH Entries are subject to special limits and policies including, among other things, the dollar amount of Entries and pre-funding, which limits and policies we reserve the right to modify from time to time.

(v) Limits. As part of your request for approval to enroll in and use the ACH Services, and our approval of same, we will agree to certain limits regarding the dollar amount of entries transmitted by you to us on any single Business Day (the "*Maximum Daily Limits*"). You agree that the total dollar amount of Entries transmitted by you to us on any one Business Day shall not exceed the lesser of the amount of available funds in your account or the Maximum Daily Limits. We reserve the right to cancel or refuse to process any Entry that will exceed the Maximum Daily Limit.

(vi) Reservation of Right to Limit Entries. We reserve the right to limit the nature and amount of the preauthorized credit Entries or to refuse to process any credit Entries if, in our sole judgment there is reasonable cause to believe that any Entry (A) will be returned, (B) will not settle in the ordinary course of the transaction for any reason, (C) would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (D) would create an overdraft of Customer's Accounts.

(vii) Proper Authorization. You and any other Originator for whom you initiate ACH transactions shall obtain authorizations for all entries in accordance with NACHA Rules and all applicable state and federal law, and we may take recourse against any party involved in the processing of the transaction who fails to obtain proper authorization. The origination of ACH transactions by you must comply with state and federal law. The following table shows the proper SEC Codes to use depending on how you obtained the authorization to debit/credit an individual or company's account SEC Code Credit Authorization Method PPD Credit Document signed by individual or similarly authenticated CCD Credit Document signed or verbal agreement by Company

(viii) Reserves. We reserve the right to require you to maintain minimum reserves in your Accounts. Reserve requirements may be based on various factors, including, without limitation, your transaction activity and risk profile. If we require you to maintain reserves, such requirement will be effective within five (5) Business Days.

(ix) Pre-notification. You shall, if required by the NACHA Rules, or you may, at your option, send pre-notification that you intend to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the NACHA Rules. Such notice shall be provided to us in the format and on the medium required by the NACHA Rules. If you receive notice that such pre-notification has been rejected by a Receiving Depository Financial Institution ("*RDFI*") within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, you will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the NACHA Rules.

(x) On-Us Entries. Subject to the exceptions and requirements herein, including cutoff times, in the case of an Entry received for credit to an account at Bank (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. If any of those requirements are not met, we will 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.

(xi) Rejection of Entries. We reserve the right to reject any Entry that is not compliant with the terms herein and we shall not be liable regardless of whether you have or had available funds to cover the Entry. We have no obligation to notify you of the rejection of an Entry but may do so at our option. We have no obligation to re-submit or re-transmit any Entry that was previously rejected.

(xii) Returned Entries. You authorize us to charge your Account as settlement for credit Entries issued by you or returned or dishonored debit Entries. We will notify you by e-mail, facsimile, U.S. mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by you, we shall have no obligation to retransmit a returned Entry to the ACH Operator if we complied with the terms of this Agreement with respect to the original Entry. You shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one (1) Business Day after the Business Day of receiving such notification from us.

(xiii) Cancellation or Amendment of Entries by Customer. You have no right to cancel or amend any Entry after we receive it. We may, at our option, accept a cancellation or amendment. If we receive your cancellation or amendment request before the affected Entry has been transmitted to the ACH (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), we will use reasonable efforts to cancel or amend the Entry as requested, but we shall have no liability if the cancellation or amendment is not completed. If we accept a cancellation or amendment of an Entry, you hereby agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by us or anyone as the result of our acceptance of your cancellation or amendment request.

(xiv) Reversal Requests by Customer. Upon your proper and timely request, we will use reasonable efforts to affect a reversal of an Entry or File. To be "proper and timely," the request must be made promptly after detection, but in no event, more than three (3) Business Days of the Effective Entry Date. You shall notify the Receiver of any reversing Entry initiated to correct any Entry you initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry. You agree that upon our request, you will concurrently deposit in your Account an amount equal to the Entry or File you seek to reverse. You further agree that upon our request, you will execute any such documents, including an affidavit, setting forth the circumstances regarding the reversal request. Under no circumstances shall we be liable for interest or any losses if the requested reversal of an Entry is not completed or effected. You agree to indemnify, hold harmless, and reimburse us for any expenses, losses or damages we incur in effecting or attempting to effectuate your request for reversal of an Entry. (o) Notifications of Change. We will provide you all information, as required by the NACHA Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by us relating to Entries you transmit. We will provide such information to you within two (2) Business Days of the Settlement Date of each NOC Entry or Corrected NOC Entry. You shall ensure that changes requested by the NOC Entry or Corrected NOC Entry are made within one (1) Business Day of receipt of the NOC Entry information or prior to initiating another Entry to the Receiver's account, whichever is later.

(xv) Inconsistency of Name and Account Number. If an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by us to the RDFI may be made by the RDFI (or by us in the case of an On-Us Entry) on the basis of the account number supplied by you, even if it identifies a person different from the named Receiver, and, in such case, your obligation to pay the amount of the Entry to us is not excused in such circumstances. You are liable for and must settle with us for any Entry you initiate that identifies the Receiver by account or identifying number or by name and account or identifying number.

(xvi) Provisional Settlement. Payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry. You acknowledge 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.

(xvii) Insufficient Funds; Overdrafts. In the event your Account does not have available and/or collected funds sufficient on the Settlement Date to cover the total amount of all Entries to be paid on such Settlement Date, we may take any of the following actions: (A) Refuse to process all Entries, in which event we shall return the data relating to such credit Entries to you, whereupon we shall have no liability to you or to any third party as a result thereof; (B) Process that portion of the credit Entries that may be covered by your available funds, which we may process in whatever order we, in our sole discretion, shall elect to process, and in doing so, we shall return the data relating to such credit Entries that are not processed, whereupon we shall have no liability to you or any third party as a result thereof; or (C) Process all credit Entries. In the event we elect to process credit Entries notwithstanding that you do not have sufficient available funds in your Account to cover such Entries, the total amount of the insufficiency advanced by us on your behalf or overdraft amount shall be immediately due and payable without further demand. If we elect to pay your account in the overdraft on any one or more occasions, it shall not be considered a waiver of any of our rights to refuse to do so at any other time nor shall it be an agreement to pay other items in the overdraft.

(xviii) Suspension. We may elect to suspend use of the Service if you breach any obligation or covenant in this Master Agreement or any other agreement with us. We may also elect to suspend based on activity, such as an excessive rate of returned Entries. Excessive in this context shall mean more than one percent (1%) of the total number of Entries transmitted over a two (2) month period.

(xix) Errors. We have no obligation to discover and shall not be liable to you for your errors, including duplicate Entries. If you discover that any Entry you initiated was in error, you must notify us at once. Subject to the time limits provided by NACHA Rules, we will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any "On-Us" credit Entry. In the event that you make

an error or issue a duplicate Entry, you shall indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by us as result of the error or issuance of duplicate Entries.

(c) Record Retention. You are required to obtain an authorization (each an "Authorization Agreement") as required by the NACHA Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry that you initiate. You are required to retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for (i) the period specified by the NACHA Rules as amended from time to time, which presently is two (2) years, or (ii) any period required by applicable law, whichever is longest. Upon request, Customer shall furnish the original or a copy of the authorization to any affected Participating Depository Financial institution, as defined in the NACHA Rules. You shall implement and maintain security policies, procedures, and systems related to the initiation, processing and storage of Entries and resulting Protected Information that is designed to protect the confidentiality and integrity of Protected Information will protect against anticipated threats or hazards to the security or integrity of Protected Information, will protect against the unauthorized use of Protected Information, and will include controls on system access. The term "Protected Information" as used herein means the non-public personal information, including financial information, of a natural person used to create, or contained within, and Entry and any related document.

(d) Third Party Senders. In the event you are originating Entries on behalf of third parties, such as your customers, such third parties are deemed the "Originator" and are a "Third Party Sender" under the NACHA Rules and as used herein. In addition to any other duties, responsibilities, warranties, representations and liabilities under this Agreement, with respect to any Entry initiated by you as a Third-Party Sender you represent, warrant and agree to the following:

(i) Bound by Legal Requirements. You shall be bound by and shall comply with the NACHA Rules and all other applicable law for any such Entry or File that you process, and you represents and warrants that it will not transmit to Bank any Entries that violate the NACHA Rules or any applicable law, or regulations, including, without limitation, the sanctions laws, regulations, and orders administered by Office of Foreign Asset Control ("OFAC"), or laws, regulations, and orders administered the U.S. Treasury, including FinCEN, and any state laws, regulations, or orders applicable to the providers of ACH payment services.

(ii) Terms Incorporated. The terms and conditions of this Services shall apply to any such Entries or Files that you initiate or otherwise process as a Third-Party Sender, including, without limitation, the Security Procedures and you agree to comply with and be bound by all such terms, conditions, and requirements.

(iii) Identify Originators. You shall perform all of the duties and requirements as provided under the NACHA Rules and applicable law, including, but not limited to, the duty to identify Originators.

(iv) Formatting. Any Entry for which you initiate will be in compliance with any formatting requirements as required by us.

(v) Assumption of Warranties. You shall assume all of the responsibilities and make all of the warranties, including, but not limited to, the responsibilities of indemnification for failure of an Originator to perform its obligations.

(vi) Authority. Each person shown as the Receiver on an Entry received by us from you as a Third-Party Sender has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the date shown on such Entry and such authorization is operative at the time of transmittal or crediting or debiting by us. You further agree that if an Entry (or request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective and you shall be obligated to pay us the amount of such Entry even though the Entry (or request) was not actually authorized by you, provided we accepted the Entry in good faith and acted in compliance with the Security Procedures.

(vii) Provisional Credits. You shall make payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry You acknowledge and agree that if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Third-Party Sender shall not be deemed to have paid the Receiver the amount of the Entry. Third-Party Sender agrees to provide notice of this Rule to the Originator.

(viii) Security of Protected Information. You will implement and maintain security policies, procedures and systems related to the initiation, processing and storage of Entries or Files and to secure any Protected Information.

(ix) Record Retention. In addition to the record retention requirements provided herein, you shall also retain all records of any audit of your compliance with the NACHA Rules for six (6) years and you agree to promptly provide us with copies of such information on request. You agree to retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal, and shall provide such data to us upon our request. Without limiting the generality of the foregoing provision, you specifically agree to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents or any record, including, without limitation, Third-Party Service Provider's responsibilities to retain all items, source documents, and records of authorization, in accordance with the NACHA Rules.

(x) Audit. You shall perform an annual audit of compliance with the NACHA Rules and promptly provide copies of same to us upon our request. We reserve the right to perform our own audit of your compliance with this Agreement and the NACHA Rules. You agree to cooperate in all respects thereto and promptly provide us with documents we reasonably request in connection with such audit.

(xi) Rejection. You agree that we may reject any such Entry that is not in compliance with this Agreement, including NACHA Rules and/or applicable law. You further agree that we may refuse or prohibit your processing or attempt to process Entries for a

particular source, such as your customer, for breach of this Agreement, including NACHA Rules and/or applicable law, or for any other lawful reason.

(xii) Deposit Account. You agree to maintain a designated deposit account and a balance of available funds therein sufficient to cover your payment obligations as a Third-Party Sender under this Agreement (the "Account"). In the event there are not sufficient funds in the Account to cover your obligations under this Agreement, you agree that we may debit the Account or any other account maintained by you with us and otherwise exercise any setoff rights as to any amount you owe without prior notice or demand.

(xiii) Indemnity. You agree to indemnify us and hold us harmless against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the warranties, representations, or agreements herein and as it relates to you as a Third-Party Sender.

(xiv) Errors. If an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by us to the RDFI may be made by the RDFI (or by us in the case of an On-Us Entry) on the basis of the account number supplied by the you, even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances.

(xv) Fees. You agree to pay all fees associated with serving as a Third-Party Sender, including any fees required by us pursuant to the Fee Schedule and as otherwise disclosed to you.

(xvi) Limitation of Liability. In addition to, and without limiting the generality of, the Master Agreement, in the performance of the services required by this Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you, and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization of any Entry) or those of any other person. We shall be liable only for your actual damages due to claims arising solely from our obligations to you. Bank shall not be liable for any claims made by any Originator in connection with any arrangement or agreement under which you transmit as a Third-Party Sender.

(e) Third Party Software and Equipment. Certain Customers may be using special equipment, services or software provided by a third party to assist it in processing large numbers of Entries ("*Files*"). You assume all risk and liability as to (i) any defects or malfunctions concerning such software or equipment, (ii) the vendor's or manufacturer's obligations to comply with applicable law and the NACHA Rules, and (iii) obtaining any software updates. You agree that we may accept or reject any Entry of File processed, initiated, or otherwise transmitted to us by utilizing such third-party software or equipment as otherwise provided herein and each such Entry or File shall be subject to the terms and conditions herein.

(f) Third Party Service Providers. To the extent any third party processes or otherwise transmits Files on your behalf (a "*Third Party Service Provider*"), you agree (i) that Third Party Service Provider is acting as your agent in the delivery of Files to us, (ii) to assume full responsibility and liability for any failure of Third Party Service Provider to comply with any applicable laws, rules, including the NACHA Rules, regulations, and this Agreement, (iii) to ensure that the Originator will implement and maintain security policies, procedures and systems related to the initiation, processing and storage of Entries or Files and resulting Protected Information, and (iv) acknowledge and agree that we may reject any such File at any time. You agree that we will not be liable for any losses, claims, expenses, or additional costs incurred by you as a result of any error by such Third-Party Service Provider or a malfunction of equipment provided by such Third-Party Service Provider. You hereby authorize us to accept any File submitted by the Third-Party Service Provider. You hereby indemnify and hold us harmless for any losses, damages, fines, assessments, fees, costs and expenses incurred or suffered by you, us, or any other person as a result of or arising from your use of Third Party Service Provider, including fines or assessments incurred under or pursuant to the NACHA Rules or applicable law.

(g) Data Security and Security Precautions and Recommended Security Procedures. In addition to, and without limiting the generality of, the Master Agreement, you agree to comply with these additional "Security Procedures" described below.

(i) Limiting Access. Limiting access and securely storing ACH data used in the routing and settlement of ACH transactions is a critical data security precaution. Your ability to limit access to data can be done through commercially available software products. Access can be limited to specific programs, User IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between ACH participants using encryption and authentication data protection methods.

(ii) Encryption. Encryption is a process of scrambling data content through hardware or software in order to protect the confidentiality of a file's contents. This information should remain encrypted between all parties in any ACH network using commercially reasonable procedures and must be transmitted using security technology that is 128-bit RC4 technology (minimum standards). Files sent to us shall be encrypted.

(iii) Authentication. Authentication is a process of ensuring that files and data content have not been altered between the Originator and receiving points. Like encryption, this can be done using hardware or software to ensure data integrity. You shall implement procedures to ensure files and data are authenticated.

(h) Customer Representations Warranties. In addition to, and without limiting the generality of, the warranties you make in the Master Agreement, you agree that all actions by you and as contemplated by this Agreement, including the preparation, transmittal, and settlement of Entries and payment orders, comply in all material respects with this Agreement and any other related or ancillary agreement, as well as all applicable laws, rules, including the NACHA Rules, regulations, and regulatory guidelines. Further, with respect to each and every Entry you transmit, you represents and warrants to us and agrees that all Authorized User are duly authorized to engage in the transactions contemplated herein and that each person or entity shown as the Receiver on an Entry 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 and such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein. You further warrant that Entries that you transmit to us are limited to those types of permitted credit and debit Entries as set forth herein, that you have performed your obligations under this Agreement in accordance with the NACHA Rules, all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services. Further, you specifically acknowledge that you have received notice of the rules 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.

12. ACH Positive Pay Service

(a) Overview. Our ACH Positive Pay Service allow you to identify exception items, and to instruct us whether to pay or return those items. An "*Exception Item*" is an ACH Entry not previously authorized by you. ACH Positive Pay provides a way for you to request that some or all ACH Entries against your relevant account(s) be blocked. Unless mutually agreed otherwise, blocked Entries will be returned with the return codes we specify.

(b) Use. On each Business Day, we notify you of ACH Debit Entries presented to us for settlement on that Business Day and which we have identified as exceptions based on authorization information you have provided to us.

(i) Determination of Exception Items. Exceptions Items are determined by comparing ACH Entries presented to us with the authorization instructions you have provided. Alternatively, you may choose not to authorize any ACH Entries, in which case we will treat all such ACH Entries as Exception Items.

(ii) Treatment of Exception Items. On the same day we report Exception Items to you, you must notify us, by the deadline of 12 pm EST, of which ACH Entries you want us to pay/accept or which to return. If you fail to notify us by the deadline, we will return the Exception Items. You may change our default treatment of Exception Items for which you provide no specific instructions by notifying us in writing that Exception Items should be treated as accepted unless specifically notified otherwise.

(c) Liability. Bank shall have no liability for payment of an ACH Entry which is unauthorized if (i) the ACH Entry is included in a report of Exception Items; and (ii) you do not give us timely instructions to return the ACH Entry.

13. Tax Payments. Our Tax Payments Service ("*Tax Payments*") allows you to instruct us, through Online Banking, to pay certain taxes which are reported or filed using the tax forms described in the instructions for the Service ("*Instructions*"), which are accessible through the Service. Based on instructions delivered by you through the Service, we prepare and remit your tax payments.

(a) Security Procedure. When using the Service, you agree to follow the security procedure set out in the Instructions. You acknowledge that the purpose of this security procedure is to verify the authenticity of your Tax Payment instructions or cancellation requests, and not to detect errors in those instructions or requests. You represent and warrant each time you use Tax Payments that this security procedure is a satisfactory method of verifying the authenticity of your instructions and requests. You agree that Bank may act on any Tax Payment instructions or cancellation requests, the authenticity of which we have verified through this security procedure.

(b) Cutoff Time. The deadline for receipt of Tax Payment instructions or cancellation requests (the "*Cutoff Time*") is 3:00 PM EST one (1) Business Days prior to the effective date of such instruction or request. Instructions or requests received after the Cutoff Time shall be deemed to have been received on the next Business Day.

(c) Use. You will furnish us with all required information and authorizations at the times, in the manner and with the content specified in the Instructions.

(d) Forms and Remittances. After we have received complete tax payment instructions from you, we prepare the related tax forms (which may be on a magnetic tape or by electronic transmission as authorized by the applicable tax authority) for submission to the appropriate authority. You may specify a settlement date in accordance with the Instructions. If you do not specify a settlement date, we will pay the amount you specify on or before the tax due date. If you specify a due date, we will pay the amount you specify on the settlement date.

(e) Account Debits. If you do not specify a settlement date, generally we will debit your Account for any tax payment on the Business Day you transmit payment instructions to us. If you specify a settlement date, generally we will debit your account on the settlement date unless you are prefunding your tax payments. "*Prefunding*" means that you pay for all tax payments by such time before the settlement date as we may specify. At our discretion, we may at any time without notice debit your Account on the Business Day that tax payment instructions are transmitted to us (or on any other date before the payment date). If we debit funds on the transmission date (or any other date before the payment date), we hold the funds as a deposit liability to you, and not as trust funds, until the date when we remit them to the applicable tax authority. We will not pay you interest on such funds. If your tax payment instructions are unclear or inadequate in our sole determination to permit us to determine the later due date, or if we otherwise

reasonably decide that any delay in the payment of the tax may expose you to liability for a penalty, we reserve the right to debit your Account and to make a tax payment earlier than the tax due date. In such case, we will not be liable to you for any loss of funds.

(f) Rejection of Instructions.

(i) We may reject your tax payment instructions during or immediately after transmission if they do not comply with the requirements of the Instructions or if we have been unable to verify the instructions using our security procedures. You will be informed of any such rejection in accordance with the Instructions.

(ii) We also may decline to perform any Tax Payment service or to report any tax, file any tax form, or pay any related tax for you, even if we have received authenticated instructions from you to do so, if the payment and our related service fees and charges exceed the collected and available balance in your Account or our ACH processing limits. If we reject a tax payment instruction from you for such reason, we will promptly notify you by telephone, facsimile or electronic communication (through Online Banking or otherwise). Bank will not be liable to you for the tax payment, any interest on the amount of your tax liability, or for any tax penalty imposed on you in connection with the tax liability. You agree that notification through the means contemplated in this paragraph are reasonable.

(g) Cancellation. Following transmission of a Tax Payment instruction to us, you may cancel such instruction only if:

(i) The tax payment has not been remitted, credited or otherwise made available to the applicable tax authority;

(ii) A request to cancel provides sufficient information for us to effect the request; and

(iii) The request is received by us in writing in time to afford us a reasonable opportunity to effect the request (and in no event beyond any timeframe specified in the Instructions).

(h) Overpayments. If we make an overpayment of your tax liability due to our error, we will recredit your Account for the amount of the overpayment, and you agree to take such actions as we may reasonably request to obtain a refund of the overpayment and to arrange for payment of such refund to us. In any event, you agree to repay us for any overpayment upon the earlier of (i) your recovery of such overpayment and (ii) the application of the related tax credit to another of your tax obligations.

(i) Records and Notice of Errors. We will provide you with statements and confirmations containing information about payments made through the Service. You must send us written notice, along with a statement of relevant facts promptly, and in any event within 10 days after you receive the first statement from us or notice from an applicable tax authority indicating a discrepancy between our records and yours regarding tax instructions delivered to us, tax payments made through Tax Payments and/or taxes owing, or any unauthorized or erroneous debit to your Account. If you fail to give the required notice, we will not be liable for any loss of interest or any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your Account or because of any other discrepancy in the notice or Account statement.

(j) Limitation of Liability. Notwithstanding any other limitation of liability set out in this Master Agreement, for each transaction arising from or relating to the Tax Payment Service, you acknowledge and agree that you will not be relieved of your obligation to make any tax payment otherwise contemplated to be made by the Tax Payment Service if the Service is interrupted for any reason or you are unable to complete transmission of your tax payment instructions to us for any reason. We will not incur any liability if you fail to make any required tax payment by other means in the event of such interruption.

Miscellaneous Provisions

14. Business Account Administration. The following is only applicable to Business Customers.

(a) Administrators.

(i) Enrollment and Function. You must designate an individual to be the "Administrator" to manage your Accounts. It is recommended that the Administrator is a Signer, but you may designate a non-Signer to be an Administrator. The Administrator will have their own Login Credentials and will have full access the Services with the ability and authority to conduct transactions, and with the authority to complete administrative tasks on your behalf, which tasks include (i) adding, amending, or removing Authorized Users; (ii) adding, assigning, or modifying an Authorized User's access; (iii) requesting reset of Login Credentials; (iv) amending contact information for you; and (v) amending delivery instructions for communications from us and/or bank statements and disclosures. Any action taken by an Administrator is deemed authorized and ratified by you. The acceptance by the Administrator of any terms and conditions, disclosures, or updates thereof is and shall be deemed to be acceptance by you and on your behalf.

(ii) Non-Signer Administrators. By designating a non-Signer as Administrator, you acknowledge, agree, and understand that (A) such Administrator will have full access to the Services and shall have the ability to transact business on the Account using the Services as if the Administrator is a Signer; (B) such Administrator is duly authorized by you to access the Accounts and conduct transactions using the Services and any action taken by such non-Signer Administrator is hereby and shall be deemed authorized and ratified by you; and (C) that the acceptance by a non-Signer Administrator of any terms and conditions, disclosures, or updates thereof is and shall be deemed to be acceptance by you and on your behalf.

(iii) Authorized Users. The Administrator may designate other persons, either Signers or non-Signers, to be Authorized Users. Such Authorized Users will have authority to gain access to the Services and review your Accounts and perform transactions, as defined by the Administrator. Such Authorized Users shall be given their own Login Credentials. Any direction, instruction, order, acceptance, approval, payment, or other such command delivered by (or we in good faith believe was delivered by) such Authorized User shall be deemed authorized and accepted by you, subject to any limitations of such Authorized User's authority levels. From

time to time, you may change Authorized Users. However, you agree that we may rely on the information previously supplied by you until we receive written notice of any change and properly communicated and authorized. We reserve the right to prescribe the method and form by which you communicate such notification. In emergency situations, deletion of Authorized Users may, in our sole discretion, be accepted by telephone, fax, and confirmed in writing by your duly authorized account signers. Any notice of change with regard to such matters will not be in effect until: (i) expressly accepted by us in writing, and (ii) after we have had a reasonable time to effectuate such change(s).

(iv) Terminating Administrator or Appointing New Administrator. Only Customer may terminate a person's designation as Administrator to appoint a new Administrator.

(v) Unauthorized Use. Any transaction initiated by an Authorized User or Administrator is deemed on your behalf and accepted by you and you shall be held responsible until such time we have been notified, in writing, that such authority has been revoked or cancelled. We may rely upon and act in accordance with any communication received by us purporting to be a communication by an Administrator or Authorized User on your behalf, without inquiring as to the source of such transmission or identity of such person. You agree to be responsible for all transactions made by any person using an Administrator's or Authorized User's Login Credentials, regardless of whether such transaction was authorized and shall discharge and release us from all liability resulting from our execution of transactions initiated, unless and until you have notified us, according to notification procedures prescribed by us, of revocation of such Authorized User or Administrator authority levels, or of a security compromise or security breach and we have had a reasonable opportunity to act upon such notice.

15. E-Mail Messaging. If you send us e-mail, we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice and reserve the right to reject any transaction or request received by e-mail. While e-mail may be encrypted, e-mail may nevertheless be intercepted or comprised by third parties and as such, we recommend that you do not send account data, Login Credentials, or other sensitive information via e-mail.

16. Equipment & Software. To access and use one or more of the Services, we may require that you have certain systems, equipment, computers, hardware, software, telecommunications equipment and services, and Internet access and services ("Customer System"). You are responsible at your sole expense for: (i) obtaining the Customer System, (ii) properly maintaining, in accordance with the vendors recommendations, the Customer System in good working order and ensuring that the Customer System continuously meets all of our applicable requirements. At our request, you will allow us or our designated representative to inspect or review the Customer System to ensure compliance. Such inspections or reviews will be conducted during normal business hours and in a reasonable manner so as not to disrupt your normal business operations. From time to time we may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training. You will immediately return to us any software and associated documentation upon cancellation of the Service or termination of the Master Agreement, or earlier upon demand by us.

17. Use of Services; Customer's Representations and Warranties.

(a) Business Customers. Where you are a Business Customer, you represent and warrant to us that: (i) you are duly organized, validly existing, and in good standing in the state or country of your organization; (ii) the execution and performance of this Master Agreement and any Additional Documents or records provided in connection with any Service is duly and validly authorized by you, and does not violate your chartering instrument or organic governance documents or any law, rule or regulation; (iii) your primary use of any Service is for business purposes and not for personal purposes and that you are not a "consumer" as that term is commonly used in U.S. statutes and regulations governing consumer transactions; (iv) the terms and conditions of this Master Agreement and any Additional Documents or record executed or delivered by you in connection with any Service are valid and binding upon you; (v) your use of any Service, and any transaction you initiate using a Service, does not violate any rule, law, or regulation, including, without limitation, (A) any federal or state regulations, rules, orders, guidelines, operating circulars and pronouncements governing any payment transfer or transaction; (B) the UCC; or (C) any rule or guideline promulgated by any governing trade association (e.g., the National Automated Clearing House Association, Electronic Check Clearing House Organization, etc.); and (vi) you will not use or attempt to use any Service to (A) to breach any contract or agreement by which you are bound; (B) engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (C) engage in any transaction or activity that is not specifically authorized and permitted by this Master Agreement or any Additional Document. You agree that all of our agreements or obligations arising in connection hereof shall be suspended if required by law, or our performance of any such agreement or obligation is determined by us to violate or be in conflict with any federal or state law or regulation, or the rules and guidelines of any governing trade association. You agree that we are entitled to rely on any verbal or written communication from any person acting on your behalf where we, in good faith, reasonably believe the communication to be genuine and authorized and in such event, you agree that any such communication shall be deemed to have been authorized by you.

(b) Consumer Customers. You represent and warrant that: (i) you will be the only user of your Login Credentials; (ii) you will not transfer or disclose to any other person the terms and conditions of this Master Agreement or your Login Credentials; (iii) you will provide true, accurate, current and complete information about yourself and any Authorized Users, as requested by us, and will not misrepresent your identity or that of any Authorized Users; and (iv) you will (A) not use the Services for any illegal purposes, (B) comply with all regulations, policies and procedures of networks through which you access and use the Services, (iii) not use the Services (or any portion of them) for any activity or use that may disrupt the Services or the networks through which you access or use the Services; and (iv) not access or attempt to access any Service or account for which you have no access or authorization, or duplicate, modify, distribute or display any of the data or files from any such Service or account.

18. Bank's Right to Suspend Access or Use. You agree that all of our agreements or obligations arising in connection hereof shall be suspended if required by law, or our performance of any such agreement or obligation is determined by us to violate or be in conflict with any federal or state law or regulation, or the rules and guidelines of any governing trade association.

19. Right to Rely on Communications. You agree that we are entitled to rely on any verbal or written communication from any person acting on your behalf where we, in good faith, reasonably believe the communication to be genuine and authorized and in such event, you agree that any such communication shall be deemed to have been authorized by you.

20. Fees. You agree to pay us the fees we establish for the Services, which such fees will be disclosed to you by a separate fee schedule (the "*Fee Schedule*"), which is incorporated herein by this reference, and which fees may change from time to time. We are authorized to deduct automatically and without notice such fees and other applicable charges from your applicable Account.

21. Primary Account. You select the accounts you would like to access through the Services. One of the Accounts must be designated as the "*Primary Account*". The Primary Account may either be a checking or money market account. If you select a money market account as the Primary Account for Bill Pay purposes, federal regulations limit the number of third party payments per account statement cycle. Transactions that exceed this limitation may be subject to excessive transaction fee for each occurrence and the continuation of the exceeding this limitation may result in the closure of the account. Please refer to the Truth in Savings Disclosure for your each Account for additional terms and conditions.

22. Linking and Displaying Accounts. You may link certain Accounts to which you are a Signer. Your linked Accounts will be displayed on the Platform and will link to your Primary Account.

23. Termination. We may terminate this Master Agreement or any of the Services by providing thirty (30) days' prior written notice to you. We may also terminate or suspend this Master Agreement and any of the Services, without notice to you, if any of the following occurs: (a) you violate the terms of this Master Agreement, any Additional Documents, or any other agreement with us, including any loan document; (b) a material adverse change occurs in your business or financial condition; (c) we have any reason to believe that you have engaged in fraudulent or illegal activity, whether or not such activity involves the Services; (d) you fail to maintain balances in your Accounts sufficient to cover overdrafts; (e) you become insolvent or file, or have filed against you, bankruptcy or other insolvency, reorganization, liquidation, or dissolution proceeding of any kind; (f) we determine that it is impractical or illegal to provide one or more of the Services because of changes in applicable law; (g) we, in good faith, are unable to satisfy ourselves that the use of Services has been properly authorized by you; (h) you or we close your Accounts; or (i) in our sole discretion, we determine that you have abused the Services or we believe that Bank will suffer a loss or other damage if this Master Agreement or any Additional Document is not terminated. We will not be required to reinstate or re-activate any terminated or suspended Service. Further, if you have no Accounts linked to the Services, or do not use the Services for a period of twelve (12) consecutive months, we may, in our discretion, terminate your access without prior written notice to you. Nothing herein prevents us from exercising our termination rights under the Deposit Account Agreement governing any Account. In the event that you terminate some or all of the Services, such termination shall not become effective until we have had a reasonable opportunity to act upon your termination notice. Upon termination of this Master Agreement, and/or any Related Document, any property or rights of a party in the possession of the other party, tangible or intangible, shall be promptly returned to owner thereof, but no later than thirty (30) days after the later to occur of (i) termination date or (ii) the last date that such party receives any such property or rights.

24. Standard of Care. We agree to use substantially the same type of procedures in performing the Services requested by you as we use in performing similar services on our own behalf. This standard of care, and our compliance with any instructions given to us by you, or reasonably believed by us to have been given by you, shall constitute a reasonable and ordinary standard of care.

25. No Duty to Monitor or Detect Errors. You acknowledge and agree that we have no obligation to monitor your use of the Services for transactions and activity that is impermissible, prohibited under the terms of this Agreement or illegal; provided, however, that we reserve the right to decline to execute any transaction or activity that we believe violates the terms of this Agreement or is in violation of any law, rule, or regulation. We shall have no duty to discover, and shall not be liable for, your errors or omissions. It is your sole responsibility to verify the accuracy and completeness of any instructions, order, payment, communication or other transaction transmitted to us. Our sole responsibility is to follow the Security Procedures to attempt to confirm that such instructions, order, payment, communication or other transaction is authorized by you and to process as you have so instructed.

26. No Duty to Act. We shall not be obligated to act on any instructions, order, payment, communication or other transaction not transmitted in accordance with this Master Agreement or the Security Procedures, and we may refuse to act on any instructions, order, payment, communication or other transaction where we reasonably doubt its authorization, contents, origination or compliance with the Security Procedures or this Agreement. We shall be entitled to act on any properly effectuated communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and we shall not be liable for acting on, and you shall be bound by, any communication sent in the name of Customer, whether or not authorized.

27. Unauthorized Transactions and Other Errors.

(a) Duty to Review Statements. You are required to promptly review each account statement and you are encouraged to review your accounts daily. An Account statement shall be deemed received on the date actually received, though no later than two (2) calendar days after it is made available or delivered by mail, e-mail, e-Statements, or through the Services, regardless of how or if actually accessed or received.

(b) Reporting of Unauthorized Items. If you detect an unauthorized transaction, discrepancy, or error (collectively, an "*unauthorized item*"), you must promptly notify us. The terms, conditions, and time frames relative to reporting unauthorized items and the consequences for failing to promptly notify us of unauthorized items is detailed in your Deposit Account Agreement or, if applicable, the EFT Disclosure (for Consumer Customers). By using the Services and continuing to maintain your Account, you agree that the terms and conditions, and related time frames, are commercially reasonable.

(i) Notifying us. You may notify us in person, by telephone, or by mail. The telephone number and address of the person

or office to be notified when you believe that an unauthorized transaction has been or may be made are set forth in the Contact page of our website.

(ii) Contents of Notification. We will need: (A) Your name and Account number; (B) A description of the error or the transfer about which you are; (C) An explanation as to why you believe the transaction in question is an error or why you need more information; and (D) The dollar amount and date of the suspected error.

28. Limitation of Liability. In the event that you fail to timely and properly notify us, we shall have no liability to you for any loss or damage sustained by you arising out of any request, instruction, or order concerning your Account or of any unauthorized transaction or other error referenced in a statement or in an individual notification or advice, regardless of whether we exercised ordinary care, and you agree that the loss will be entirely yours.

29. Stop Payment of Preauthorized EFTs. Stop payment orders on preauthorized EFTs must be communicated to us at least three (3) Business Days prior to the scheduled transfer date. Stop payment orders must be communicated to us via a form faxed, emailed, or delivered to your local branch, and may not be communicated via the Platform. We require your name and the Account number associated with the transfer, and the exact (a) name of the payee, (b) payment amount, and (c) scheduled transfer date. Failure to provide correct and complete information may make it impossible for us to stop payment of the preauthorized EFT. You agree to indemnify and hold us harmless from and against any loss incurred by us as a result of our paying an EFT if any of the information relied upon in the stop payment order is untimely, incorrect or incomplete (or as a result of our not paying a preauthorized EFT for which a valid stop payment order is in effect). If we pay a preauthorized EFT despite a valid stop payment order, you agree, upon our request, to promptly provide us with an affidavit describing in detail the dispute.

30. Overdrafts. You must have sufficient funds available in the selected Account (including overdraft protection coverage, if applicable) to cover the amount of the transfers from such account, and any associated overdraft protection fees when we initiate your transfer. (Transfers from an external deposit account are subject to any limitations established by the entity holding such account). We may process transfers that exceed your available balance, but we are not obligated to do so. If we do, you agree to immediately pay the overdraft and any fees incurred, without any requirement of demand from us. We may discontinue permitting overdrafts at any time, without prior notice. The amount of the applicable fees is set forth in the Statement of Fees applicable to the account from which the transfer was to be made. We are under no obligation to notify you if it does not complete a transfer because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the transfer or for rescheduling the transfer. If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: (i) Electronic funds transfers involving currency disbursements, such as ATM withdrawal, will have priority; (ii) Electronic fund transfers initiated through the Services that would result in an overdraft of your account may, at our discretion, be cancelled; (iii) In the event the electronic fund transfers initiated through any Service that would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the Deposit Account Agreement for that account.

31. Alerts.

(a) Description of alerts. The "alerts" feature of the Services allows you to request and receive messages about your Accounts, such as balance and activity information. Alerts may be delivered via e-mail and/or text message, as selected by you. Each alert will be effective after set up of the alert parameters.

(b) Security and delivery timing. You agree that each alert may not be encrypted, and may include information pertaining to you and your Account(s). Receipt of any alert may be delayed, or prevented by factor(s) affecting your Internet or mobile telecommunications service provider(s), phone operator(s), and other relevant entities. We guarantee neither the delivery nor the accuracy of the contents of any alert. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert; (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purposes. We reserve the right to terminate any request from you, for any alert, at any time. The information in any alert may be subject to certain time lags and/or delays. You will manage the types and timing of your alerts, and the alerts may be stopped or suspended by you at any time.

32. Electronic Statements (e-Statements).

(a) Description of Electronic Statements. You may view, download, and print your periodic Account statements (each electronic statement is an "e-Statement"). Any legal notices or disclosures that normally accompany your mailed statement or that we could otherwise deliver to you by mail concerning your Account may be delivered and/or made available to you electronically through the Platform. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your Accounts or the Services.

(b) Delivery of and Access to e-Statements. You may designate delivery of your periodic statements by e-mail in lieu of paper copies. If you should make such designation, then after each account cycle, you will receive an e-mail, at the e-mail address designated by you, notifying you of the date when your e-Statements for your designated Accounts are available (a "notice e-mail"). This notice e-mail will be the only notice you receive of the availability of your e-Statements online, other than alerts that may be posted on the Platform. Access to your e-Statements will be available for a period of three (3) months from the date of each e-Statement. You may make a copy of an e-Statement for your records by printing it to an attached printer or download it to a storage device. You will need to ensure that your computer software meets the stated requirements in order to view, print, and/or save your online statement and legal notices. For joint accounts, delivery of a notice e-mail to one Account owner shall constitute delivery to all owners. Delivery of some disclosures in electronic form does not require Bank to deliver all notices or all notices of a particular type electronically. Disclosures regarding your Accounts may be attached in an e-mail, contained in the text of an e-mail, posted separately from e-Statements on the Website or contained within an e-Statement, or posted otherwise through the Services or on the Website.

Notice e-mails will be considered sufficient notice and received by you regardless of whether you actually access the e-mail or the e-Statements or review any disclosure contained therein.

(c) Changes to E-Mail Address. It is your responsibility to notify us of changes to your e-mail address. You may change your e-mail address through the Platform.

(d) Returned and undelivered e-mails. If a notice e-mail is returned undeliverable, Bank may, at its discretion, discontinue your e-Statements and begin sending your periodic statements and disclosures to you in paper form at the last postal address shown on our records. If the terms of your Account require you to receive e-Statements to qualify for the benefits of the Account, and we are unable to send you notification electronically, paper statements will be reinstated and you will lose any benefits associated with the Account. We will use our best efforts to deliver your e-Statements and disclosures in a timely manner as required by law. We will have no liability if we are unable to deliver them due to, but not limited to, the following circumstances: (i) your equipment or e-mail is not functioning properly; (ii) our system is malfunctioning and you are aware of its malfunctioning when you make a request to us; or (iii) circumstances beyond our control (such as, but not limited to, communications failure, energy shortage, act of God, war, riot, fire, civil commotion, terrorist attack, severe or adverse weather conditions or other causes beyond Bank's control).

(e) Technical Requirements. To use the e-Statements Service, you must have an operating system and an Internet browser that is supported by the Services. You will also need a connection to the Internet, and a current version of Adobe Acrobat Reader or Adobe Acrobat Viewer. If you are unable to view your e-Statements on your Device, you should not enroll in the e-Statements service. In order to keep copies for your records you will need access to a printer or the ability to download information. To print, select the print function on your browser.

(f) Termination of e-Statements. You may cancel the e-Statements service at any time. There is no fee for cancelling. We may also terminate the e-Statements Service for any or all Accounts at our discretion. The termination of the e-Statements Service in no way affects the validity or legal effect of all e-Statements and disclosures which have been previously delivered electronically.

(g) No Warranties. We make no warranty that the e-Statement Service will be available at all times or that e-Statements will not be monitored or read by others if your Login Credentials or computer are compromised.

(h) Review of e-Statements. Your use of the e-Statement Service does not in any way alter your obligation to promptly review your statements and to notify us of any error, fraud, forgery, alteration or other irregularity. All provisions as set forth in the Deposit Account Agreement shall continue to apply. Your e-statements will be considered delivered on the date that they are sent to the e-mail address you have designated.

33. Use of Financial Management Software.

(a) Description of Financial Management Software. "Financial Management Software" includes: Quicken® and QuickBooks®, and other software we may identify from time to time on the Website. You are responsible for obtaining a valid and separate license agreement with the provider of your Financial Management Software. Your license agreement with the provider of your Financial Management Software may restrict the duration of your online access; we will not be liable for any such limitations or restrictions.

(b) Online Banking and Bill Pay Access Through Financial Management Software. We may, in our discretion, offer an option to allow you to download information into your Financial Management Software from certain Accounts. The Accounts for which these options are available will be identified on the Website from time to time. From time to time, we may add to, modify, or delete any feature of your ability to access the Services through your Financial Management Software at our sole discretion.

(c) Account information. You understand and agree that (i) not all of the information in your Accounts can be downloaded into your Financial Management Software; (ii) information you can download may not include all of your Account activity; (iii) statements generated by us are the official record of Account transactions, positions and balances, and any information you download to your Financial Management Software is for tracking purposes only and should not be considered an official record; (iv) the information will not necessarily reflect banking, activities and transactions that have not yet been completed or settled and will only reflect the account information in your Accounts at the exact point in time that you download the information; (v) information in your Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information; (vi) the information that you download to your Financial Management Software will not be automatically updated by us, and you will have to update the Account information by downloading more current information from your accounts; and (vii) we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Account information in your Financial Management Software, which, for example, as stated above, may not be the most updated information.

(d) Security of Data Transmission and Storage. You assume all risk that any information you download and store in your Financial Management Software may be accessed by unauthorized third parties and once downloaded, we are no longer responsible for the security and confidentiality of that information, nor are we responsible for the security and confidentiality of the information if you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Financial Management Software. Any information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or Device.

34. Data and Information Supplied by You. We may require that you supply us information or transmit data pursuant to a predefined format or using certain electronic devices, websites, software, or modules. You agree to supply such information or transmit such data in strict compliance therewith. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that we have no obligation to examine the data for correctness we shall not have any responsibility for detecting errors in the data transmitted by you. You shall assume all risk for any errors in any data or information supplied by you to

us. The data transmitted by you must be legible, correct and complete. We may, at our own discretion, elect not to process, and we shall not be liable to you for failing to process, any data that is not in the format specified by us, is illegible, incomplete, or otherwise nonconforming. We shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified herein or in any other agreement for any ancillary product or service related to this Master Agreement. You further agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any data or other information that is not actually or properly received by us or for any data or other information that is intercepted, compromised, or altered by an unauthorized third party. You agree that Bank has no obligation to accept any data or other information and, therefore, may reject any data or other information transmitted or delivered by you.

35. Contingency Plan. In the event you cannot create or transmit a transaction(s) due to hardware or communications outage, it is your responsibility to have contingency procedures in place. In the event we cannot process the file through normal channels, we will undertake a reasonable effort to find alternate means to process the file. We will not be held liable for delayed files in any case resulting from hardware or communication outages that are outside of our reasonable control.

36. Cooperation. In the event of any damages for which either party may be liable to the other or to a third party, the parties agree to (i) undertake commercially reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party, including criminal prosecution; (ii) file reports with law enforcement; and/or (iii) submit such affidavits as reasonably requested by the other party. You agree to promptly provide original documents to us when needed to facilitate investigations related to unusual transactions or poor-quality transmissions, or to resolve disputes. You agree to provide such documents, including original versions thereof as we may reasonably request, within five (5) Business Days of our request. In the event of a breach of the Security Procedures, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, without limitation, providing us or law enforcement access to the applicable computer(s) or other electronic devices and any analysis related thereto. Your failure to assist us shall be an admission by you that the source of the breach was not from a source controlled by us.

37. Weblinks. We may provide access to information, products or services offered on other third-party web sites. We are not responsible for, nor do we control, the content, products, or services provided by third party owned sites. We do not warrant, endorse or guarantee the products, information or recommendations provided by linked sites, and we are not liable for any losses attributable to products or services offered or advertised on those sites. In addition, each third-party site may provide less security than what we offer and have a privacy policy different than that what we provide. Your access, use and reliance upon such content, products or services is at your own risk.

38. Financial Information and Audit. For Business Customers, we may, from time to time, request information from you to evaluate a continuation of the Cash Management Services to be provided by us hereunder and/or adjustment of any limits set by this Master Agreement and you agree to promptly and fully provide such information. You authorize us to enter, upon prior reasonable notice, your business premises for ensuring your compliance with this Master Agreement and you specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You agree to comply with any such mandate by us as it relates to such audit. In addition, you agree to allow us to review available reports of independent audits performed at your location related to information technology, the Cash Management Services and any associated operational processes. Upon our request, you agree to complete a self- assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by us in an audit of Customer. Our audit rights hereunder shall be limited for the strict purposes hereof and we shall have no right to review, audit, or otherwise inspect such information or documents that are unrelated to our purposes.

39. Signatures Received Via Facsimile or Scanned Images. If you fax or e-mail any scanned document to us signed, you agree that it was its intention: (a) that your fax/scanned signature is an electronic signature under applicable federal and state law, (b) that the fax/scan be an original document, (c) that you intend on conducting business with us by electronic records, electronic contracts, and electronic signatures. Further, you agree that you may effectuate your signature for purposes of accepting, assenting, or otherwise symbolizing an agreement, and same shall be binding as if it were an original handwritten signature, through electronic means, including by way of a website, software, or handheld device, and by typing or handwriting, by use of a mouse, finger, stylus or otherwise.

40. Security Interest; Right of Setoff. To secure your obligations hereunder, and to the extent not otherwise prohibited by applicable law, you grant us a security interest in the funds held in all Accounts or other deposits (whether general or special) with us. This security interest will survive termination of this Agreement. Except as prohibited by applicable law, all rights of setoff as set forth in the Deposit Account Agreement shall equally apply hereunder.

41. Recording and Use of Communications. You acknowledge and agree that all telephone conversations and/or data transmissions between us and you may be electronically recorded by either party and retained by either party for any reasonable use.

42. Confidentiality. All user guides, manuals, data, software, hardware, training guides, disclosures or processes and other information provided to you relating to the Services, as well as all fee and pricing information, is the proprietary and confidential property of Bank and/or its relevant licensors or suppliers (collectively, the "Confidential Information"). You agree to use such Confidential Information only in the manner specified by us and in the ordinary course of your business. You agree, to the extent feasible, to return such Confidential Information to us upon termination of a Service provided hereunder, and to keep the Confidential Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Customer is required to disclose the Confidential Information by law.

43. Guaranty. With respect to certain Business Customers, we reserve the right to require certain principals of the Customer to personally guaranty the debts of the Customer and in furtherance thereto, to execute a separate personal guaranty agreement.

44. Limitation of Liability. We shall not be liable for, and you agree to hold harmless us, our officers, directors, employees, agents, affiliates, and assigns from, any loss, claims, damages, liability, or expenses, including but not limited to attorneys' fees, resulting from our processing of an order, instruction, or other transaction that we have, in good faith, effectuated in compliance with this Master Agreement. Irrespective of any other limitation of liability provision herein, we will be responsible only for performing the Services expressly provided for in the Master Agreement, and shall be liable only for our gross negligence or willful misconduct in performing those Services; provided, however, that in no event shall we be liable if you should fail to notify us of the error, discrepancy, or unauthorized transaction within the time set forth herein, in the Deposit Account Agreement, EFT Disclosure, or such other agreement or disclosure, as applicable. In no event shall we be liable for any loss, delay, cost, damages, or liability which arises, directly or indirectly, in whole or in part, from (a) your actions or omissions, or those of third parties; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy, or omission in any instruction or information provided to us; (d) any error, failure, or delay in the transmission or delivery of data, records, or items; (e) accidents, strikes or labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), inclement weather or acts of God; (f) causes beyond our control; (g) the application of any government or funds transfer system rule, guideline, policy, or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) errors or failures resulting from defects in or malfunctions of any third party or your computer hardware or software; or (k) your disclosure of any Login Credentials or Security Device to an unauthorized third party. You agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by you or your Authorized User's, employees', or agents' failure to keep the Security Procedures, Login Credentials, or any Security Device confidential and secure. To the fullest extent allowed by law, our liability to you under this Master Agreement or any related agreement shall be limited to correcting errors resulting from our gross negligence or willful misconduct.

45. Compensation. If you suffer any loss of interest resulting from our error or from our failure to comply with a requirement, duty, or obligation in accordance with the terms and conditions herein, and subject to any limitation of liability provision herein, we will reimburse you for such lost interest, provided you have complied with all applicable terms and conditions, and provided further that such error or failure was within our reasonable control. Such compensation of lost interest shall be limited to the amount of interest the funds would have earned at the average Federal Funds Rate in effect for the period involved.

46. Indemnification. In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any related agreement, to the fullest extent allowed by law, you agree to indemnify and defend us, and our service providers, affiliates, partners, officers, directors, employees and agents harmless from any and all liabilities, claims, costs, expenses, and damages of any nature (including but not limited to attorney's fees) of any person arising out of or relating to your use of Services, our good faith reliance on the information, instruction and/or authorization provided by you under or pursuant to this Agreement, your failure to timely report errors, unauthorized transactions, required changes, transmission of incorrect data to us or a designated processor or vendor, your violation or breach of any of your warranties, representations and/or obligations under this Master Agreement or any other agreement between you and Bank, and/or your breach of any applicable laws, rules or regulations. This paragraph shall survive termination of the Agreement or any Service you are using.

47. Disclaimer of Warranties.

(a) EXCEPT AS REQUIRED BY LAW, YOU EXPRESSLY UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY SERVICE, PRODUCT, OR EQUIPMENT WE SUPPLY OR MAKE AVAILABLE TO YOU, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THAT ALL PRODUCTS AND SERVICES PROVIDED BY BANK HEREUNDER ARE ON "AS IS, WHERE IS" BASIS. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

(b) WE EXPRESSLY MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.

(c) WE MAKE NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY WAIVE AND RELEASE US AND OUR EQUIPMENT PROVIDERS FROM ANY WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NEITHER WE NOR OUR PARTNERS, VENDORS, SUPPLIERS, OR EQUIPMENT PROVIDERS WARRANT THAT OPERATIONS OF THE EQUIPMENT OR ANY SERVICE PROVIDED HEREUNDER WILL BE ERROR-FREE OR UNINTERRUPTED. WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO ANY EVENT BEYOND OUR CONTROL AND/OR THAT IMPAIRS OR DISRUPTS CONNECTIONS TO THE INTERNET, TELEPHONE, OR TO US AND IN NO EVENT, SHALL WE BE LIABLE FOR ANY DAMAGES (WHETHER IN CONTRACT OR IN TORT) THAT ARE ATTRIBUTABLE TO THE PUBLIC INTERNET OR TELEPHONE INFRASTRUCTURE.

48. Proprietary rights. Other than your personal Account information, all content included or available on the Services, such as advertisements, text graphics, logos, icons, images, audio and video files, and software, is the property of Bank, and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights (collectively, "*Intellectual Property*"). The compilation of all content on the Website and within the Services is the exclusive property of Bank and/or its licensors and is protected by copyright or other intellectual property rights and laws. The trademarks, logos, and service marks displayed on or through the Services or the Platform (collectively the "*Marks*") are the registered and unregistered trademarks of Bank or third parties. Under no circumstances may you use copy, alter, modify, or change these Marks or any other Intellectual Property. Nothing contained on the Website or within the Services or the Platform should be construed as granting any license, either expressly, by implication or otherwise or right to use any Intellectual Property without the express written permission of Bank, or the third party which has rights to such Intellectual Property, as appropriate.

49. Privacy and Use of Information. We are committed to protecting your privacy. All information gathered from you in connection with using the Services will be governed by the provisions of our Privacy Policy, which may be found on our Website.

50. Notification Procedures.

(a) Notices to Customer. Notices from us to you regarding any Service may be delivered to you by first class mail, hand-delivery, facsimile, or email, to the address or facsimile number of record with us. If a Service is provided by access to an Internet website, we may transmit notice by posting the notice or communication on the website or on the Website, unless prohibited by applicable law. For purposes of the foregoing, notice is deemed effective upon actual receipt or two (2) Business Days from the date sent, whichever is earlier.

(b) Notices to Bank. Any notice you are required to send us must be sent via U.S. mail to the address below. However, if you need to notify us of a security breach, loss, theft, or compromise of your Accounts, Login Credentials, or any Device, you shall also contact us by telephone as soon as possible after you learn of the breach or loss.

Professional Bank
396 Alhambra Circle, Suite 255 Coral Gables, Florida 33134
Tel: 786-483-1757
Fax: 305-443-5696

E-mail: customerservice@professionalbankfl.com

51. Legal.

(a) Governing Law. This Master Agreement shall be governed by and interpreted according to U.S. federal law and the law of the state of the branch that holds your Accounts.

(b) Waiver of Jury Trial. Customer and Bank waive all rights to trial by jury in any litigation or other proceeding arising out of or relating to this Master Agreement.

(c) Claim Limits. You agree that no lawsuit or other action may be brought against us on any claim after one (1) year from the date on which the cause of action arose, regardless of the nature of the claim or form of action.

(d) Legal Expenses. In the event of any litigation between us, the prevailing party shall be entitled to an award of actual attorneys' fees and costs incurred at all levels, including trial and appeal.

52. Miscellaneous.

(i) Amendments. From time to time in our sole and absolute discretion, and upon reasonable notice to you, we may amend or modify the terms of this Master Agreement, including any Additional Document or any addendum or other amendment hereto or thereto, including that of any ancillary or related product or service. Notice may be given by mail, email, or by posting on the Website or within Platform. Notice is deemed effective upon the earlier of actual receipt or two (2) Business Days after the notice is sent. You may not amend or modify this Master Agreement, any Additional Document or any other agreement with us unless such amendment or modification is in writing and is signed by a duly authorized officer of Bank. Continuing to use the affected product or Service following such notice shall constitute your acceptance to such amendments or modifications.

(b) Entire Agreement. In combination with other applicable agreements with us, which this Master Agreement supplements and all such other agreements are incorporated herein by this reference, this Master Agreement represents the agreement between you and Bank regarding the subject hereof and merges and supersedes all previous and contemporaneous written or oral agreements and understandings thereto. Each of the rules, terms, and conditions set forth in this Master Agreement stand alone. Notwithstanding the foregoing, however, in the event of any inconsistency between such agreements, resolutions or disclosures and the terms of this Master Agreement, then the terms of this Master Agreement shall govern. Any term or condition contained in this Master Agreement that is inconsistent with the laws governing any product or service contemplated hereunder will be deemed to have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Master Agreement, if any provision hereof is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected. No course of dealing between Bank and Customer will constitute a modification of this Master Agreement or constitute an agreement between Bank and Customer regardless of whatever practices and procedures we may use.

(c) Time is of Essence. Time is of the essence, including with respect to any deadline provided herein or in any Additional Document or other agreement between you and Bank. We shall have no obligation to process data or perform any service if the instruction, order, information, or data is not received by us by the specified deadline.

(d) No Extension of Credit. Nothing herein is a commitment by us to extend credit to you, or to grant to your overdraft privileges. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by an authorized person on our behalf.

(e) Waiver. No waiver by us (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement (or any related schedule, appendix, or other agreement) shall bind Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

(f) Assignment. You may not assign this Master Agreement or any of the accompanying product schedules, or rights or duties thereunder, without our written prior consent. We shall have the right at any time to assign our rights under this Master Agreement to another affiliated financial institution, or to any other entity or institution with which Bank may merge or transfer or share substantially all of its assets, in which case such affiliate, entity or institution shall be substituted for Bank.

(g) Successors. This Master Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns (where permitted). This Master Agreement is not for the benefit of any other person, and no other person shall have any right against us or you hereunder.

(h) Headings. The headings and captions contained in this Master Agreement and any applicable related agreement are included only for convenience of reference and do not define, limit, explain, or modify it.

(i) Severability. In the event that any provision of this Master Agreement or any product schedule or other related agreement is determined to be invalid, illegal, or unenforceable, the remainder of all such agreements shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(j) No Fiduciary Status. Nothing contained herein shall be deemed to create fiduciary status on the part of Bank in connection with the provision of any of the Services. The foregoing notwithstanding, to the extent, if any, that Bank is deemed to be a fiduciary of Customer, this Agreement is not intended to, nor shall, relieve Bank of any fiduciary responsibility otherwise imposed on it by law.

(k) Financial Accommodation. Customer and Bank agree that this Agreement and Services constitute an agreement to provide a "financial accommodation" as defined in 11 U.S.C. § 365.