Treasury Management Services Agreement

November 2024

Western Alliance Bank® Member FDIC

Divisions: Alliance Association Bank | Alliance Bank of Arizona | Bank of Nevada | Bridge Bank | First Independent Bank | Torrey Pines Bank

Subsidiaries: AmeriHome Mortgage | Digital Disbursements

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GENERAL TERMS & CONDITIONS

1. **Definitions.** Capitalized terms used in Agreement and Supporting Documents are defined in the Glossary or in the sections in which they are used.

2. **Agreement; Service Descriptions.**

   a. ***Services.*** When Company enrolls in a Service, Company agrees that the Service will be governed by this Agreement and Supporting Documents. The Supporting Documents are hereby incorporated by reference and are a part of this Agreement. This Agreement applies to and governs: (i) any Service Company may use, whether or not the specific Service was selected on the Setup Form or via written service request; and (ii) any and all Company Accounts that use any cash management services described in the Agreement, whether or not Company has formally designated the Accounts on the Setup Form.

   b. ***Acceptance.*** Unless otherwise agreed, this Agreement will be deemed accepted by Company upon provision by Bank of a Service. The terms and conditions of the Agreement, in addition to the Account Agreements, will apply to the Services and the Accounts which access, or are accessed by, the Services.

   c. ***Order of Precedence.*** To the extent any provision in the General Terms and Conditions or Supporting Documents, conflict with a Service Description for a particular Service, the Service Description will control. To the extent any term or provision of this Agreement conflicts with any term or provision of the Account Agreements, the terms of this Agreement will control.

   d. ***Account Transfer Limitations.*** All transfers to and from an Account in conjunction with one or more of the Services contemplated hereunder are, in addition to the terms of this Agreement, subject to the terms and conditions applicable to the Account as set forth in the Account Agreements, including but not limited to transfer limitations.

   e. ***Service Change Requests.*** Any addition, deletion, or change to a Service requested by the Company must be submitted in a form acceptable to the Bank, and no such requested addition, deletion or change will become operative or effective until the Bank confirms to Company that such addition, deletion, or change has been implemented.

   f. ***Service Descriptions.*** The terms and conditions of individual Service Descriptions apply only to the extent Company uses the Services contemplated in the Service Description; provided however, that if Company uses a Service that is dependent on other Services, the Service Descriptions of those other Services shall also apply.

   g. ***Restrictions on Services.*** Company acknowledges and agrees Bank may impose restrictions (including but not limited to suspension of) on any Services, with or without cause, at any time, with notice or without notice to Company. Bank will provide notice in accordance with applicable law or regulation, the terms of this Agreement, or the Account Agreements.

3. **Adverse Events.**

   a. Without limiting Section 2(g) above and in accordance with the Deposit Account Agreement and Disclosure, if an Adverse Event occurs, Bank may (but is not obligated to) take any one or more of the following actions in connection with one or more (including possibly all) Accounts: **(1)** terminate or close the Accounts; **(2)** restrict or terminate Services in connection with the Accounts; **(3)** delay availability of funds on deposit in Accounts; **(4)** freeze funds in Accounts and hold them pending instructions acceptable to Bank; **(5)** interplead funds in Accounts with any court, whether or not the court later determines that interpleader is or is not an authorized action by Bank; or **(6)** take any other action necessary to protect Bank against cost, harm, inconvenience, litigation or otherwise as it sees fit in its sole discretion.

   b. Company agrees that any arrangements with Bank that restrict access to an Account do not affect the ability of Bank to provide Services pursuant to this Agreement.

4. **Company Rights.** Subject to the terms of this Agreement and each applicable Service Description, Bank hereby grants Company a non-exclusive, non-transferable right to access and use the Services in connection with Company's own business operations in accordance with the Setup Forms. Without limiting the generality of the foregoing, Company agrees not to (a) make the Services available or allow use of the Services in a computer bureau services business, or on a timesharing basis, or (b) otherwise disclose or allow use of the Services by or for the benefit of any third party.

5. **Security Procedures; Communications.**

   a. Company and Bank may agree to certain Security Procedures in conjunction with the Services. If Bank takes any action not provided in the Security Procedures in connection with any Communication, the additional action shall not be deemed to become part of the procedures. Notwithstanding the foregoing, Bank reserves the right to issue new Security Procedures and/or amend, cancel or change any Security Procedure as it deems necessary in its discretion.

   b. Before using a Service and/or before sending a Communication to Bank, Company will review the Security Procedures and determine whether they will provide a commercially reasonable method for verifying whether a Communication is that of Company. As part of the review, Company will consider the size, type and frequency of Communications Company will make or anticipates making, along with such other factors as Company may deem relevant or appropriate.

      i. *Commercially Reasonable Procedures.* If the size, type or frequency of Communications made by Company changes such that the Security Procedure in use by Company no longer provide a commercially reasonable method of providing security against unauthorized Communications, Company shall promptly notify Bank. Company agrees that Bank will use the Security Procedures to verify the authenticity of Communications, but that the Security Procedures are not designed to and are not used for the purpose of detecting errors.

      ii. *Supplemental Security Devices.* Bank may offer to Company or require Company to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Company chooses not to implement supplemental authentication tools, Company's access to some or all of the Services may be limited. Company's continued use of any modified Security Procedures will evidence Company's agreement that the modified Security Procedures are commercially reasonable for Company.

iii. *Company Responsible for Verified Communications, Even if Unauthorized***.** If Bank acts on a Communication in compliance with the Security Procedures, then Company will be obligated on the Communication and it will be treated as Company's Communication, whether or not authorized by Company.

iv. *Company Also Responsible for Communications Actually Authorized***.** If a Communication is received by Bank and was authorized by Company, Company will be obligated to pay the amount of the Communication whether or not Bank complied with such Security Procedures with respect to that Communication and whether that Communication was erroneous in any respect or that error would have been detected if Bank had complied with the Security Procedures.

c. Each time Company makes a transfer or payment with a Service, Company agrees and warrants that the Security Procedures established in accordance with this Agreement are commercially reasonable.

d. Company will use and safeguard the Services, Security Devices, Security Procedures, Supporting Documents, and the Software (if applicable) in accordance with the Agreement. In connection with Company's safeguarding obligations, Company will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of any Service, Supporting Document, Security Device, or procedure. Furthermore, Company and Related Companies (if applicable) will establish, maintain and update its own internal commercially reasonable policies, procedures, equipment and software ("**Internal Security Controls**") to safeguard the security and integrity of its computer and information technology systems from unauthorized use, breach, intrusion, takeover or theft (collectively, "**Internal Security Breaches**"). Company is solely responsible for its Internal Security Controls, including the selection, installation, maintenance, and operation of such Internal Security Controls. Company bears all risk of losses arising from its Internal Security Breaches (collectively, "**Internal Security Losses**"). Bank assumes no liability for and will not reimburse or compensate Company in connection with any Internal Security Losses. Company acknowledges and agrees that it shall be Company's sole responsibility to purchase and maintain insurance against any Internal Security Losses.

e. Company assumes all risks associated with disclosure of any Security Device to its employees. Company agrees to limit disclosures of Security Devices to those Authorized Representatives it authorizes to access the Services on Company's behalf, or who have a specific need to know or use the Security Devices and/or Security Procedures. Company agrees to follow all requirements and guidance that may be outlined in the Supporting Documents, including but not limited to password change policies and practices. Without limiting the foregoing, Company further agrees to require Authorized Representatives to create new passwords at reasonably frequent periods, based on Company's assessment of the security requirements appropriate for the Services used by Company. Company agrees to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so.

f. The Service Description and/or Supporting Documents for each Service shall describe the various means by which the Company may communicate with Bank in connection with such Service. Those means may include, without limitation, the use of Software or the use of an Internet connection. To the extent any of the Services involve the Bank having granted Company Software License rights, such grant shall be a non-exclusive, non-transferable right to access and use the Service in connection with Company's own business operations in accordance with the Supporting Documents. If applicable, Company shall select the Communication Link for a particular Service. Multiple Communication Links may be selected for certain Services, as more specifically described in the Service Description and/or Supporting Documents. Information and instructions may be sent and received by Company through those Communication Links.

g. Bank may act on a Communication by reference to the Account number only, even if the name on the Account is also provided. Furthermore, any Communication received by Bank will be treated as Communication from Company, and will bind Company, notwithstanding Bank did not verify the authenticity of the Communication, if the Communication is delivered to Bank directly or indirectly by any Authorized Representative, or if Company would otherwise be legally bound by the Communication, regardless of whether any loss to Company would have been prevented had Bank verified the authenticity of the Communication.

h. Bank is not obliged to act on a Communication that is not transmitted in accordance with the Security Procedures. Bank may act, at its sole discretion, on an incomplete Communication, including but not limited to, if in Bank's reasonable opinion, it contains sufficient information. Bank has no duty to discover, and shall not be liable for, errors or omissions made by the Company or the duplication of any Communication by the Company.

i. Bank may delay or refuse to process any requested Service. Bank may do so for any reason or for no reason. Bank may provide notice to Company but is not obligated to do so. Bank may delay or refuse processing, for example, if: **(1)** processing would or may exceed the available funds in Company's affected Account; **(2)** the Communication is not authenticated to Bank's satisfaction or Bank believes it may not have been authorized by Company; **(3)** the Communication contains incorrect, inconsistent, ambiguous, or missing information; **(4)** processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; **(5)** processing would or may cause a violation of any laws or rules applicable to Company or to Bank; or **(6)** for any other reason under this Agreement. In addition, Bank shall be excused from failing to transmit or delay in a requested Service if such transmittal would result in Bank's exceeding any limitation on Bank's intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Company agrees that Bank will have no liability to Company or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

j. If the Company informs Bank that it wishes to recall, cancel or amend a Communication after it has been received by Bank, Bank may, but will not be required to, use its reasonable efforts to assist the Company to do so, but shall not be liable for any loss, cost or expense suffered by the Company if Bank does not, or is unable to, amend, cancel or recall that Communication. The Company hereby agrees to indemnify and hold the Indemnified Parties harmless against and from any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Company to recall, cancel or amend a Communication.

k. Company assumes the sole responsibility for providing Bank with accurate transaction information in the form and format that Bank requires. Bank is not responsible for confirming such information, or for failing to detect and reject duplicate Communications. If Company provides Bank with a Communication that is incorrect in any way, Company agrees that Bank may charge Accounts for the transaction whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Company's transfer or payment instructions even if Bank (in its own discretion) takes action from time to time to do so. Company acknowledges and agrees that no procedure for the detection of errors has been

agreed upon between Bank and Company, and Company remains solely liable for all errors (including, without limitation, any duplicate Communications, transfer or payment instructions, or other erroneous or duplicate items).

l. Any person identified by Company in the Setup Forms or so designated by any subsequent written notice delivered to Bank (including, as applicable, Company's designated Authorized Representative(s) and Administrator(s)) may receive information, communications, and notices regarding the Services, and is authorized to transact all business, make all agreements, and sign and deliver all documents in connection with the Services. If the identity of such a person changes, Company will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a notice or other communication to act on it.

6. Account Alerts; Secure Email Messages.

a. ***Account Alerts.*** Company and/or its Users may establish Account Alerts for any of its eligible Accounts through Business Online Banking by completing the appropriate online form specifying the method of notification and Alert preferences. Company acknowledges and agrees that, although Bank will attempt to transmit Account Alerts in accordance with its specifications, Alerts are not guaranteed to be accurate, nor are they guaranteed to be sent by Bank or received by Company or Users on a timely basis. Bank shall have no liability or responsibility to Company or any other parties for any damages, losses, fees, fines, or costs associated with delay or failure of an Alert. Company agrees to take appropriate steps to verify and confirm Alert information is correct independently and periodically. Company or its Users, as applicable, and shall remain solely liable for all wireless carrier, Internet, or other mobile device charges that may apply for Alerts sent or received.

b. ***Secure Email Messages.*** Company understands Users may send and receive email messages to and from Bank through Business Online Banking. Messages to Bank will automatically be routed to a Bank email account. Bank is not responsible for any delay in messages being retrieved. Company and/or Users are responsible to periodically check for messages sent by Bank. Users cannot use email to place stop payments, transfer funds, or perform Bill Payment transactions.

7. Fraud Prevention Tools. Periodically Bank may offer or recommend fraud prevention tools or services intended to assist Company in the prevention of unauthorized activity and/or fraud perpetrated against its Accounts including, but not limited to, ACH Positive Pay, Positive Pay, Check Payee Positive Pay and Reverse Positive Pay. Company (a) acknowledges that Bank offers such tools and services and (b) understands and agrees that such tools and services are commercially reasonable methods to detect, prevent, and mitigate fraud and that the decision to implement or not implement such tools is within the sole discretion of Company; provided however, that if Company fails to implement such a tool despite Bank's recommendation, Company shall be precluded from asserting a claim against Bank for paying an unauthorized, altered, counterfeit, or other fraudulent item that the recommended tools were designed to detect or deter, and Bank will have no obligation to credit the subject Account or otherwise be liable to Company for paying such item.

8. Equipment and Software. Unless otherwise provided in the Agreement, Company is responsible for providing and maintaining any Equipment and/or Software that is necessary for the applicable Services. Some Service functionality may require Company to download Software from Bank's website or, in some cases, may require Bank to place Software on Company's computer as part of Bank's security and/or User verification tools. Company agrees to use Equipment or Software that is compatible with Bank's Equipment or Software, which Bank may, in its sole discretion, change from time to time. Bank assumes no responsibility for the defects or incompatibility of any computers or Software that Company uses in connection with the Services, even if Bank has previously approved their use. BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, SOFTWARE, OR EQUIPMENT. Company agrees to notify Bank promptly if any Bank-provided Equipment or Software becomes defective. Bank's sole responsibility (if any) in such instances will be to use best efforts to repair or replace the defective Equipment or Software. Company agrees to comply with the terms of any Software License(s) provided to Company in connection with the Services. Company may not transfer, distribute copy, reverse compile, modify, or alter such Software. Unless otherwise agreed by Bank in writing, the computer programs, Service guides, Security Procedures, Equipment, Software, and systems provided to Company in connection with the Services represent Bank's proprietary property and must be returned to Bank upon request. Bank and/or its suppliers or licensors retain all right, title and interest in and to the intellectual property rights associated with the Services, Software, and Equipment provided, including, without limitation, all rights under any patents, copyrights and related laws, and other proprietary rights, and Company shall use the Services, Software, and/or Equipment consistent with such rights, title and interest of Bank. Company shall indemnify and hold the Indemnified Parties harmless against and from any Losses and Liabilities arising out of: any combination of Services, Software and/or Equipment with any other non-Bank Software or services; any modification of Services, Software or Equipment by Company or any third party acting on behalf of Company; Company's failure to implement corrective or updated Services, Software, or Equipment in a timely manner; or use of the Services, Software, or Equipment not in compliance with this Agreement. Company's license to use the Equipment will end with the termination of this Agreement or upon Bank's prior notice. Company may not use or move the Equipment outside the United States without Bank's written consent. Further, Company may not use the Equipment in a computer bureau services, time-sharing or outsourcing capacity.

9. Use of APIs. In connection with its provision of the Services, Bank may make available to Company and/or its Users, APIs, standard or customized integrations or other Communication channels for accessing or using the Services or receiving or transmitting information or instructions related to Company's Accounts and related Services. In addition to the terms of this Agreement, Company's use of APIs to access or use the Services will also be governed by the API Services Terms and Conditions published by the Bank which are hereby incorporated into this Agreement by reference. The Bank reserves the right to terminate Company's access or use of APIs if such use is in violation of this Agreement, the API Service Terms and Conditions, any other terms applicable to the Services or applicable law or if such access or use poses a threat to the security of the Bank or any of its affiliates or other customers.

10. Third-Party Service Providers. Company understands and agrees that any of the Services, Equipment and/or Software may be provided directly by Bank or through one or more third-party suppliers or providers.

11. Company Representations. Company represents and warrants to Bank that:

a. It is duly organized and validly existing, and is in good standing in every jurisdiction where required;

b. It has the authority to execute and deliver the Setup Form(s);

c. The officers executing and delivering the Agreement and the Setup Form and/or requesting Services, for and on behalf of Company, are duly authorized to do so;

d. Any consent, authorization or instruction required in connection with the Agreement and each Service has been provided by any relevant third party;

e. Bank may rely upon the authority of each Authorized Representative for all purposes until Bank has received written notice acceptable to it of any change from an Authorized Representative and Bank has had a reasonable time to act thereon (after which time it shall rely upon the changed version);

f. Any act required by any relevant governmental or other authority in connection with the Agreement has been or will be done (and will be renewed if necessary);

g. It fully complies with Regulation GG and is not engaged in any activities that Regulation GG defines as "unlawful Internet gambling" nor does it accept payments in connection with the participation of another person in unlawful Internet gambling;

h. Its performance of the Agreement and use of the Services will not violate any applicable law, regulation or other requirement;

i. Unless otherwise agreed to in writing by Bank, the Accounts established by Company with Bank and the Services Company establishes or uses in connection with the Accounts will only be used for business purposes and not for personal, family, or household purposes; and

j. The Agreement is a legal, valid and binding obligation.

Company acknowledges that Bank, in accepting the Agreement, is acting and relying upon the foregoing representations and warranties.

Company will notify Bank immediately if any representation or warranty made by it ceases to be true or if Company becomes aware of any breach of any representation or warranty by any other Related Company.

12. Compliance with Law.

a. Company shall comply with all laws, rules, and regulations applicable to Company, to Company's business and operations, and to the Services, including without limitation, Regulation CC, the Code, the Rules and any rules established by an applicable network, and the prohibitions applicable to illegal Internet gambling. Company shall have the responsibility to fulfill any compliance requirements or obligations that Bank and/or Company may have with respect to the Services under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

b. Company will undertake commercially reasonable efforts to maintain, a compliance management system designed to effectively monitor compliance with all laws, rules, and regulations related to the Services and Company's business activities in accordance with applicable industry standards. Company's compliance management system includes, but is not limited to, policies and procedures designed to comply with such laws, rules, and regulations, as well as employee training, monitoring, and oversight. Company will undertake commercially reasonable efforts to take all necessary actions to maintain such policies and procedures and oversee compliance within its organization. Company agrees that Bank's rights of audit and inspection apply to Company's compliance management system.

13. Delayed Processing. In addition to any allowances provided to Bank in any other agreement Bank has with Company, Company agrees that Bank may delay posting of an inbound credit to Account(s), or delay the processing of an outbound transaction, when the delay is due to a suspicion that the transaction may be in violation of applicable law, or the transaction is otherwise under review by Bank.

14. Account Designations. For certain Services, Company may be required to designate one or more Accounts to facilitate the Service. If one or more Accounts must be designated, they will be reflected in the Setup Forms. However, Company understands that this Agreement will govern any and all Account for which Company uses any of the Services, whether or not the Account(s) have been formally designated as linked in the Agreement.

15. Security Interest. Company grants Bank a security interest in Accounts (other than fiduciary accounts maintained for the benefit of others) to secure the repayment of any overdraft or obligation that Company incurs under the Agreement. The security interest provided under the Agreement is in addition to any other security interest Bank may have in Accounts or other assets.

16. Reserve Account. Company agrees that it will, if requested by Bank at any time, establish one or more Reserve Accounts to be maintained with Bank in type (including time deposits) and amount satisfactory to Bank, to serve as collateral for and to secure Company's obligations to Bank under the Agreement. Bank may restrict or prohibit Company's access to any Reserve Account(s) and the funds on deposit in them and may hold such accounts following termination of the Agreement for a period sufficient to protect Bank against loss (including loss due to returned items or Entries). Bank may increase or decrease the required Reserve Account amount from time to time, upon notice to Company. Company agrees to provide immediately available funds to cover a reserve amount requested by Bank. In addition, Bank may transfer funds from another account of Company, or use funds payable to Company or owed by Bank to Company under the Agreement or due to a Service, and credit such funds to a Reserve Account if a deficiency exists between the available funds in Company's Reserve Account(s) and the amounts specified by Bank as the required reserve amount. If required by Bank to establish a Reserve Account, Company's obligation to maintain the Reserve Account shall survive the termination of this Agreement for a period of one hundred eighty (180) days. Bank shall have the right to set-off any post-termination liabilities of Company arising under the Services or this Agreement against the funds in the Reserve Account during such 180-day period. At the conclusion of the 180-day period, funds remaining in the Reserve Account (if any) will be released to Company. Company's obligation to establish, maintain, and fund amounts in the Reserve Account are a supplement to, and not a replacement of, Company's obligations under this Agreement, including Company's indemnification obligations.

17. Sufficient Funds. Company agrees to maintain sufficient available funds (as determined under Bank's funds availability policy) in Accounts to cover all transactions requested through the Service and applicable fees, or such higher amounts as Bank may specify from time to time. Company acknowledges that Bank does not control intermediary banks, including intermediary banks chosen by Bank, and that Bank does not control whether intermediary banks deduct fees as part of the processing of transfer requests. Company agrees that funds in Deposit Accounts may be held by Bank for a period of time during the term of a Service Description and following termination of the Services, to protect Bank against any possible losses relating to the use by Company of the Services. If Bank does hold funds, Bank may treat the held funds as not available for other purposes, and reject other transactions (for example, Checks or other transfer instructions) in any order Bank chooses. Bank may, at its sole discretion, allow overdrafts/over-limits or negative balances, but Bank also may discontinue the practice at any time with or without prior notice to Company. Bank may prevent or reverse any payments or other service in any order that Bank chooses as a means of preventing or recovering any overdrafts or other exposures. If Company does not have sufficient or available funds or credit in an Account for which a particular transaction was requested, Bank may charge any account of Company held at Bank to cover the cost of the transaction as well as any corresponding fees. Alternatively, and at Bank's sole discretion, Bank may overdraw Company's Deposit Accounts and Company may be charged

an overdraft or other fee (such as fees for returned Checks or other electronic items). Accordingly, Company agrees to immediately pay Bank such overdraft or other fees. Company's obligation to pay Bank remains immediately due and payable whether the rejected, returned or adjustment entry was processed in accordance with any requirement of any applicable laws or rules applicable to any party other than Bank and notwithstanding Bank or Company may have a claim against another third party for breach of the applicable laws or rules. Nothing in the Agreement shall be construed as Bank's commitment or obligation to lend Company money.

18. **Third-Party Items.** With respect to Company's deposit of and/or negotiation of Third-Party Items in connection with any of the Services:

    a. Company represents and warrants that: **(i)** it has the legal authority to deposit and negotiate all Third-Party Items, regardless of the name of the Payee shown on the Check; **(ii)** it has obtained written authorization from each Payee for Bank to endorse such Third-Party Items as payable to Company and to deposit such items into Company's Account; **(iii)** such Payee authorization includes an assignment to Company of the Payee's right, title and interest in and to each of such Third-Party Item; **(iv)** Company will retain a copy of each such Payee authorization for at least seven (7) years after the termination of the Agreement and will provide a copy of any such authorization to Bank upon request; and **(v)** each such Payee authorization shall be in effect and fully operative at all times that Bank provides Services under the Agreement with respect to such Third-Party Items.

    b. Company agrees to indemnify and hold the Indemnified Parties harmless from Losses and Liabilities suffered or incurred by any of the Indemnified Parties as a result of, or in connection with, Bank's acceptance of Third-Party Items in accordance with the applicable Supporting Documents and/or the Agreement. The indemnification set forth in this Section shall be in addition to, and not in lieu of, indemnification and other rights of Bank under the Agreement.

    c. Company will also be liable for repayment of any overdrafts and/or fees related to the return of any Third-Party Items, regardless of the balance in Company's Deposit Account at the time the Third-Party Item was deposited or returned.

    d. Bank reserves the right to reject any Check for deposit and discontinue the acceptance of Third-Party Items at its discretion, without liability to Company.

19. **Transaction Limits and Safeguards.** Company agrees not to exceed the transaction limits Bank establishes from time to time for any Account or Service, including but not limited to transaction limits or restrictions established in the Account Agreements. Company will not allow anyone to initiate transactions on its behalf without proper supervision and adequate safeguards. Company agrees to review pending instructions prior to their submission to ensure they are complete, accurate, and properly authorized.

20. **Fees.** Company agrees to pay Bank the fees prescribed in Bank's current Fee Schedules. Unless other arrangements are made for payment of the fees, Bank will automatically debit a Deposit Account maintained by Company in the amount thereof. Even if the amount owing bears a rate of interest, Company continues to be immediately obligated to Bank to repay the amount in full. Bank does not in any way extend credit to Company under this Agreement. Bank may modify, or update the Fee Schedules, including any Service pricing, from time to time and Company's continued use of the Services thereafter shall constitute its acceptance of such amendment, modification or update. Certain prices are subject to change without prior notice (see applicable Fee Schedule for details). Special or additional Services performed at Company's request may be subject to additional terms and fees. If Accounts are analyzed, Company may be able to use available earnings credit to offset certain Service charges. If analyzed Accounts contain funds belonging to third parties, Company represents that its use of any such earnings credit is not limited by law, regulation, or agreement with such third parties, and that Company has the requisite authorization from such third parties for such use. In addition to the Service fees, Company agrees to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, the Agreement, and/or the Software or Equipment made available to Company (excluding any income tax payable by Bank). Company is also responsible for the costs of any communication lines and any data processing charges payable to third parties. If Company is required by the laws of any relevant jurisdiction to make any deduction or withholding from any fees, interest or other amounts, on account of tax or other charges, the Company shall withhold the same and pay it to the relevant authority, and shall pay Bank such additional amount as may be necessary to ensure Bank receives an amount equal to the amount it would have received had no such deduction been made.

21. **Notices.**

    a. **Notices to Bank.** Except as otherwise provided in the Agreement, all notices and other communications by Company to Bank shall be in writing and, addressed to:

    Western Alliance Bank

    Attn: Client Care

    1 East Washington Street

    Phoenix, AZ 85004

or at such other address as Bank may specify in writing.

    b. **Service of Process.** All notices representing service of process on the Bank must be served in accordance with applicable state or federal law and/or the Account Agreements. The Bank accepts service of process through service on the Bank's registered agent as evidenced by the applicable state's Secretary of State's website or on the Bank's Chief Legal Officer at the Bank's corporate headquarters located at 1 E. Washington Street, Suite 1400, Phoenix, Arizona 85004. Any notices Company provides without compliance with this section shall have no legal effect. Any notice or communication to Bank will be effective when Bank has actually received and has had a reasonable time to act on it.

    c. **Notices to Company.** Notices to Company may be mailed or sent to Company electronically at the statement, email, or mailing address shown for Company in Bank's deposit or Service records. Any notice or communication to Company will be effective when sent by Bank, or as otherwise stated in the notice or communication. Company further acknowledges and agrees that certain notices and communications may be provided to Company by telephone, facsimile or electronic transmission at the telephone number, facsimile number or other location or number as shown on Bank's records. Notwithstanding the foregoing, Bank may, at its discretion, post any required notice or communication regarding the Services to Company via BOB and such notice shall become effective as of the date and time of posting.

d. **Reliance.** Bank may rely on all notices, instructions and other Communications sent to Bank via facsimile or electronic transmission as though they are originals. Without limiting the foregoing, Bank is entitled to rely on any notice, Communication, or instruction believed by it in good faith to be genuine or to have been signed or authorized by an Authorized Representative of Company.

e. **Errors; Unauthorized Transactions; Other Notices.** Company will inspect all information provided by Bank in connection with the Services. Company agrees to promptly, by telephone and in writing, notify Bank of any: **(i)** errors in such information or any discrepancies between its records and the information, statements or confirmations of transactions provided by Bank or otherwise made available to Company; **(ii)** unauthorized transactions involving any Account; **(iii)** a breach in the confidentiality of any password or other User credentials; or **(iv)** other problems with the Services. If Company fails to notify Bank of any such error or discrepancy within fifteen (15) days of the date on which such information is received by or otherwise made available to Company, then Company agrees that Bank will not be liable for any losses resulting from Company's failure to give such notice or any resulting loss of interest relating to any such transaction. If Company fails to notify Bank of any such error or discrepancy within one (1) year of the date on which such information is received by or otherwise made available to Company, then Company shall be precluded from asserting such error or discrepancy against the Bank. Notwithstanding the foregoing, Bank reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said one (1) year period.

f. **Change in Business.** Company agrees to provide Bank with at least thirty (30) days' advance notice of: **(i)** any material (twenty percent (20%) or greater) change in Company's ownership; **(ii)** any material change in the type, scope or nature of Company's business; or **(iii)** any anticipated increase (twenty percent (20%) or greater) in the amount or volume of Company's ACH transactions over the preceding calendar quarter (if applicable).

g. **Changes in Company Information.** Company may change any information provided by Company to Bank at any time; provided however, that Bank will not be required to implement any requested change until Bank has received notice of the change in writing and had a reasonable opportunity to act upon it.

22. **Limitation on Liability; Indemnification.**

a. Bank's duties and responsibilities shall be limited to those set forth in this Agreement. In no event shall Bank be liable for: **(i)** any punitive, indirect, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages; **(ii)** the acts or omissions of a contractor, vendor, processor, third-party servicer or vendor used by Company or Bank, or any loss, cost, damage or expense incurred by any person or entity in connection therewith; **(iii)** Company's negligence or breach of any agreement with Bank; **(iv)** any loss, cost, expense, or damage to Company in connection with any Communication Link, Software, or any technical computer service, including Software installation or de-installation performed by Bank, or Company's or Bank's use thereof; (v) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank; **(vi)** the application of any government or funds transfer system rule, guideline, policy or regulation; **(vii)** the lack of available funds in an Account to complete a transaction; **(viii)** Bank's inability to confirm to its' satisfaction the authority of any person to act on Company's behalf; **(ix)** Company's failure to follow any applicable Software manufacturer's recommendations or Bank's Service instructions; or **(x)** any Internet sites related to the Services or maintained or operated by Bank or the use thereof or the inability to use such sites by any party, or in connection with any failure or performance, error, omission, interruption, defect, delaying in operation or transmission, computer virus or line or system failure, even if Bank, or representatives thereof, are advised or the possibility of such damages, losses or expenses. There may be other exceptions to Bank's liability, as stated in the Account Agreements or other service agreements with Bank. Bank will not be responsible for determining the compatibility of any installed Software with other system components or for any failure of any technical servicing or Software installation to provide access to the particular cash management service which servicing, or Software installation was intended to make available.

b. Bank's liability and Company's remedy for actual costs and losses resulting from Bank's failure to transmit funds in the correct amount or to the correct beneficiary listed in Company's payment orders shall not exceed the direct money damages that Company incurs as a result of the failure (e.g., the amount of a wire transfer that is sent to the wrong party, or the amount by which a transfer exceeds the amount Company authorized). In all other cases, Bank's actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of **(i)** six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss, or **(ii)** twenty-five thousand dollars ($25,000).

c. Any claim, action, or proceeding by Company to enforce the terms of the Agreement or to recover for any Service-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action, or proceeding first occurs.

d. Company agrees to cooperate with Bank in any loss recovery efforts Bank undertakes to reduce any loss or liability that arises in connection with the Services. Company acknowledges that Service fees have been established in contemplation of: **(i)** these limitations on Bank's liability; **(ii)** Company's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; and **(iii)** Company's agreement to assist Bank in any loss recovery effort.

e. Company agrees to indemnify and hold the Indemnified Parties harmless from and against any and all Loss and Liabilities arising directly or indirectly out of: (i) the acts or omissions of Company, or any person acting on Company's behalf in connection with Company's use of the Services, including without limitation (A) the breach by Company of any provision, representation or warranty of the Agreement, (B) the negligence or willful misconduct (whether by act or omission) of Company, its clients or any third party acting on behalf of Company, including but not limited to Authorized Representatives or Users, (C) any misuse of the Services by Company, or any third party within the control or on behalf of Company, (D) the failure of Company to comply with applicable state and federal laws and regulations, or (E) any fine, penalty or sanction imposed on Bank by, any clearing house, or any governmental entity, arising out of or connected with the Service; (ii) any act or omission of Bank that is in accordance with the Agreement, or any Communication or instructions from Company; (iii) actions by third parties, such as the introduction of a virus that delays, alters or corrupts the transmission of an image or Communication to Bank; (iv) any loss or corruption of data in transit from Company to Bank; (v) any claim by any third party corresponding, that such third party incurred loss due to the Service; or (vi) any claims, loss or damage resulting from Company's breach of, or failure to perform in accordance with, the terms of this Agreement or any other agreement between Company and Bank. This indemnity will survive the termination of the Agreement.

f. Company agrees that it will not assert any claims against Bank based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any Communication Link, Software or Company's possession or use thereof or any technical computer service including, but not limited to, Software installation or de-installation performed by Bank.

g. EXCLUSION OF WARRANTIES. COMPANY ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM COMPANY'S USE OF THE SERVICES. BANK MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING COMPANY'S USE OF THE SERVICE AND THE EQUIPMENT, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BANK DISCLAIMS ANY WARRANTIES REGARDING ANY SOFTWARE, ANY COMMUNICATION LINK, THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE AND THE EQUIPMENT, INCLUDING ANY WARRANTY THAT THE SERVICE AND THE EQUIPMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. COMPANY ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING THE SERVICE AND ASSUMES ALL RISKS RELATING TO THE FOREGOING.

23. **Force Majeure.** Notwithstanding any other provisions of the Agreement, Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under the Agreement if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or Equipment failure (including that of any common carrier, transmission line or Software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause. Bank will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or Communication received by Bank from Company, another financial institution, or any other third party. In addition, Bank shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in Bank exceeding any limitation on its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Bank shall not be liable for any failure to perform any of its obligations under the Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which it is required to act, as it shall determine.

24. **Confidentiality.**

a. Bank, its contractors or vendors, or Bank's agent (as applicable) will remain the sole owner of its Confidential Information, and Company will not acquire any interest in or rights to such Confidential Information as a result of Company's use of any Service except as set forth in the applicable Service Description. Company will maintain the confidentiality of the Confidential Information and will not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than its employees who have a need to use the Confidential Information in connection with the applicable Service. Company shall notify Bank immediately if it knows or suspects that there has been any Unauthorized Use, and if it is responsible for the Unauthorized Use, it will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession or prevent further Unauthorized Use and obtain redress for any injury caused to Bank as a result of such Unauthorized Use. In addition, except as permitted by applicable law, Company may not decompile, reverse engineer, disassemble, modify, or create derivative works of any computer program provided pursuant to this Agreement.

b. To the extent not prohibited by applicable law, Company authorizes the transfer of any information relating to Company to and between the branches, subsidiaries, representative offices, affiliates, contractors, vendors and agents of Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of products or Services to the Company (including for data processing purposes), and further acknowledges that any such branch, subsidiary, representative office, affiliate, contractor, vendor or agent or shall be entitled to transfer any such information as required by any law, court, regulator or legal process.

25. **Audit and Inspection.** Bank reserves the right, with prior notice to Company, to enter upon Company's premises from time to time during regular business hours to verify that Company's operations and procedures comply with the terms of the Agreement.

a. In connection with any such audit, Company agrees to furnish Bank with any documentation or information as is reasonably necessary to establish Company's compliance with the terms of the Agreement. If it is determined by Bank that additional procedures or controls need to be implemented by Company, Company agrees to implement such procedures or controls within a reasonable period of time to be agreed upon by the parties.

b. In connection with Bank's entry on the premises of Company for the purpose of conducting an on-site audit or inspection, or in connection with providing support to Company, Bank shall not be liable or responsible to Company or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into Company's system, including any which allegedly delay, alter or corrupt the data of Company, whether related to the transmission of Check images or other data to Bank or whether caused by the Equipment, Software, Bank Internet service providers, Internet browsers, or other parties providing communication services to or from Bank to Company.

26. **Term and Termination.**

a. The term of the Agreement will commence upon full execution of the Agreement and will continue in full force and effect thereafter until terminated as follows:

i. Company may terminate some or all of the Services under the Agreement, with or without cause, upon thirty (30) days prior written notice to Bank; and

ii. Bank may terminate, suspend, or restrict some or all of Company's access to the Services under the Agreement, with or without cause, at any time. Bank will provide notice in accordance with applicable law.

b. Upon effective date of termination, Bank may terminate Company's access to the Services, and Company will terminate its access to and use of the Services, except to the extent necessary to process transactions that were in process prior to the termination date. Company acknowledges and agrees that (i) its obligations with respect to any Service request or transaction entered into on or before termination of this Agreement shall survive termination of this Agreement or any Service until the applicable statute of limitation or statute of repose has elapsed and (ii) upon termination, all amounts owed by Company to Bank under this Agreement shall become immediately due and payable.

c. Within thirty (30) days of the effective date of the termination of the Agreement, Company will, at its expense, promptly uninstall and remove all Software provided for the Service from its computers and return to Bank any Software, hardware and Equipment provided by Bank for the Service, including the Supporting Documents, procedures, documentation and any materials relating to the Service in its possession or under its control, destroy all copies of the Supporting Documents and materials relating to the Supporting Documents that cannot be returned, and upon request

from Bank certify in writing to Bank that all copies have been returned or destroyed. Company will be responsible and liable to Bank for the replacement cost of all lost, stolen, or damaged Equipment that was provided by Bank to Company in connection with the Service.

d. Upon termination of the Agreement, all Services and any Software Licenses shall automatically terminate.

27. **Company's Records.** The Agreement and the Services are not intended to relieve Company of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting, and review practices as are customarily followed by similar businesses. Except as otherwise stated in the Agreement, Company agrees to retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten (10) Business Days following receipt by Bank of the deposit, file, entry, transmission, or other order affecting an Account.

28. **Business Days; Cutoff Time.**

a. Unless a provision or term of this Agreement uses the term Business Day, the presumption is that calendar days is intended by the Parties.

b. Some of the Services are subject to Cutoff Times. Information on Cutoff Times can be found in the Supporting Documents. Instructions received after the applicable Cutoff Time or on a day that is not a Business Day may be deemed received as of the next Business Day.

29. **Assignment; Successors and Assigns.** Bank may assign its rights and delegate its duties under the Agreement to an affiliated company or a third party with or without notice to Company and without Company's consent. Company may not assign any right or delegate any obligation under the Agreement without Bank's prior written consent. Notwithstanding the preceding sentence, this Agreement is binding upon and shall inure to the benefit of Bank and Company and their respective successors and assigns.

30. **Third Parties**. Company acknowledges and agrees that Bank may arrange for the provision of the Software, if required, and/or the Services covered by the Agreement to be performed or provided by one or more third parties, including Bank affiliates. Company further agrees that any such party is a third-party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it was Bank, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Bank's ability to provide certain Services may be dependent upon Bank's ability to obtain or provide access to third party vendors and networks. In the event such third party network is unavailable, or Bank determines in its sole discretion, that Bank cannot continue providing any third-party network access, Bank may discontinue the related Service or may provide the Service through a different party. In such situations, Bank will have no liability for the delay or unavailability of access.

To the extent Company authorizes a third party to access the Services on Company's behalf, Company will be solely responsible and liable for all actions and inactions of said third party. Company expressly assumes the risks associated with providing Service access rights to its agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. Bank does not assume any responsibility, nor will it have any liability whatsoever for any services Company receives from Company's agents or third-party vendors. Bank reserves the right to require Company to agree to additional terms and conditions as a condition precedent to Company's use of any agent or third-party vendor in connection with Company's access to the Services.

31. **Credit Criteria; Financial Statements.** Bank may, in its sole discretion, perform credit reviews of Company in accordance with Bank's credit criteria. Company shall, upon Bank's request, provide Bank with any credit-related information and assistance as the Bank may require in performing such review. Company agrees to provide Bank with a financial statement or information on Company's financial condition upon Bank's request.

32. **Cumulative Rights; Forbearance; Waiver.** Bank's rights and remedies provided herein are cumulative and shall be in addition to all rights and remedies provided by law. No Party's forbearance, failure or delay in exercising any right or remedy under the Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either Party of any breach of the Agreement will operate as a waiver of any prior, current, or subsequent breach. No waiver, breach, right, or remedy will be effective unless made in writing.

33. **Binding Arbitration**. Bank and Company agree that any dispute between the Parties arising out of, relating to or in connection with this Agreement, shall be resolved exclusively through binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") to the fullest extent permitted by law. Both Bank and Company, understand that arbitration is final and binding on both Parties and that each Party in executing this Agreement is waiving their rights to seek remedies in court, including the right to jury trial. The arbitration hearing shall be held in Phoenix, Arizona. Disputes shall not be resolved in any other forum or venue. The arbitrator shall have experience in the financial services industry. Any award rendered by the arbitrator will be final and binding on the Parties hereto, and judgment upon the award may be entered in the courts of the state of Arizona and/or the U.S. District Court for the District of Arizona, or any other court having jurisdiction over the award or having jurisdiction over the Parties or their assets. The arbitration agreement contained in this Section will not be construed to deprive any court of its jurisdiction to grant provisional relief (including by injunction or order of attachment) in aid of arbitration proceedings or enforcement of an award. In the event of arbitration as provided in this Section, the arbitrator will be governed by and will apply the substantive (but not the procedural) law of New York, to the exclusion of the principles of the conflicts of law of New York. If those rules are silent with respect to a particular matter, the procedure will be as agreed by the Parties, or in the absence of agreement among or between the Parties, as established by the arbitrator.

34. **Prevailing Party.** If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any Party to enforce its rights under this Agreement against any other Party, all fees, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, incurred by the prevailing Party in such litigation, action, arbitration or proceeding shall be reimbursed by the losing Party; provided, that if a Party to such litigation, action, arbitration or proceeding prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such Party on an equitable basis.

35. **Electronic Recordings.** The Bank is authorized (but is not obligated) to record electronically and retain telephone conversations between Company (including its purported Authorized Representatives) and Bank. Accordingly, Company agrees on behalf of itself, its Authorized Representatives, Users, employees and agents that Bank may monitor and/or record Company's telephone and electronic communications in connection with the Services at any time, without further notice. Bank and Company hereby agree that Bank may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Agreement and the Company hereby acknowledges the validity and enforceability of such telephonic or electronic recordings.

36. **Final Agreement; Amendments.**

a. ***Final Agreement*.** The Agreement constitutes the final and complete agreement between Bank and Company with respect to the Services and any required Software, and supersedes all other oral or written agreements, understandings, and representations. This Agreement incorporates, supplements, and supersedes where inconsistent the terms of the Account Agreement(s). This Agreement does not change any other agreements entered into with Bank for non-cash management services, including the Deposit Account Agreement and Disclosure.

b. ***Amendments*.** Bank may amend (add, delete or change) the terms of the Agreement, including but not limited to the terms of any Service Description, Supporting Documents or applicable fees, at any time and at Bank's sole discretion. If Bank deems it reasonably practicable to do so and the change adversely affects Company's use of a Service, Bank may notify Company of the change in advance. Otherwise, Bank will notify Company of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Company's continued use of the Services after the effective date of the applicable modification will evidence Company's consent to any amendments, including additions, changes, or deletions.

37. **Availability.** Bank, or one of its service providers, may cause a Service to be temporarily unavailable to Company, either with or without prior notice, for site maintenance, security, or other reasons, and Company acknowledges that factors beyond Bank's reasonable control, such as telecommunications failure or Equipment failure, may also cause the Service to be unavailable to Company. In such event, Company must make alternative arrangements for scheduled transactions and Company will be responsible for maintaining procedures and facilities to enable Company to do so if any of the Services are unavailable to Company. Upon notice from Bank of a failure of any Software, hardware or other Equipment necessary for Bank to perform in accordance with a Service Description, Company will as soon as reasonably possible, deliver to Bank all data in Company's possession or under its control which Bank reasonably requests in order for Bank to continue to provide the Service.

38. **Headings.** Headings are for reference only and are not part of the Agreement.

39. **Applicable Law; Severability.** The Agreement shall be construed and interpreted in accordance with all applicable federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of New York (except with respect to interpretation of the Code), without regard to its conflict of law provisions. Even if a provision of the Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of the Agreement will not be affected or impaired by such holding.

40. **Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

41. **Construction.** As used in this Agreement, "day" or "days" refers to calendar days unless otherwise expressly stated in each instance. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof. When the context requires, the gender of all words used herein shall include the masculine, feminine and neutral and the number of all words shall include the singular and plural. Use of the words "herein," "hereof," "hereto," "hereunder" and the like in this Agreement shall be construed as references to this Agreement as a whole and not to any particular article, section, or provision of this Agreement, unless otherwise expressly noted.

SERVICE DESCRIPTIONS

This section contains product information, disclosures, and terms and conditions applicable to our treasury management services. Capitalized terms not defined in this section are defined in the General Terms and Conditions above, the Glossary or elsewhere as indicated.

Please review these terms carefully and keep a copy for your records. By using the Bank's treasury management services, you agree to be bound by these terms.

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SERVICE DESCRIPTIONS

AP AUTOMATION

1. **AP Automation Service.**
   - **a.** AP Automation provides Company with the ability to:
     - **i.** Automate the receipt, review, approval, and payment of Vendor invoices, the generation and delivery of Request Files to Bank for settlement against Company-designated Account(s) and email Remittance Materials to the applicable Vendor providing the details Vendors need to post Payments in their accounts receivable systems, and the delivery of a Check Issue File to Bank; and
     - **ii.** Generate scheduled and/or ad hoc reporting and analytics.
   - **b.** Use of AP Automation requires implementation of a Bank-supported interface between the accounting software used by Company and AP Automation. Bank maintains, and periodically updates, as new software is added, a list of the accounting software supported through AP Automation. In the event Company's accounting software is not supported, Company may request consideration for development of a custom interface; however, nothing herein obligates Bank to grant such request. In the event the parties decide to develop a custom interface, fees may apply and will vary based on the complexity of the development work needed.

2. **User Setup and Maintenance.**
   - **a.** To use AP Automation, Company must appoint at least one individual as an "account manager" and one individual as a "payment authorizer" (both roles generally described below and defined within the Service or on the applicable Setup Form) with the authority to manage and take certain actions on Company's behalf within AP Automation.
   - **b.** To establish, modify, or delete Users, Company must complete and submit a Setup Form or Supporting Documents, as Bank may require, to CustomerCare@westernalliancebank.com.
   - **c.** Once Users are established and/or modified in accordance with Company's instructions, Bank does not monitor or oversee the actions of these Users; therefore, Company should use extreme caution when selecting and authorizing the individuals as Users. Company agrees that all actions taken by its Users are binding on Company, and all such persons are Company's agents for purposes of use of AP Automation, each authorized to act individually or in concert.
   - **d.** The fact that Bank is, or may be made aware of, or could have discovered, any limitation on access to AP Automation does not make Bank obligated to enforce or attempt to enforce any limitation. Company understands that each User may use AP Automation without regard to any restrictions otherwise applicable to an Account. Each established User will be able to use AP Automation regardless of whether they are also authorized signers on the applicable Account's signature card.

3. **Accuracy of Information.** Company is solely responsible for the accuracy of the Vendor information provided to Bank and for notifying Bank of any necessary changes or modifications to that information.

4. **Request Files.** Request Files generated through AP Automation are instructions from Company for payment to the applicable Vendors and, as such, are Communications governed by and subject to the terms and conditions of the Agreement, including but not limited to the Security Procedures, and other related Service Descriptions. By submitting a Request File through AP Automation, Company agrees to be bound by such Communication and liable to Bank for acting on such Communication in accordance with the Security Procedures. Notwithstanding anything contained in this Service Description, Communications generated through AP Automation are also subject to the terms and conditions of the Service Descriptions applicable to the Payment Type. In the event of a conflict between this Service Description and the Service Description applicable to the particular payment method or rail, the Service Description applicable to the particular payment method or rail shall control.

SERVICE DESCRIPTIONS

AUTOMATED SWEEPS AND CASH CONCENTRATION SERVICES

1. **Sweep Notice.** COMPANY'S LOAN ACCOUNT IS NOT A "DEPOSIT," AS DEFINED IN THE FEDERAL DEPOSIT INSURANCE ACT (12 U.S.C.A. §1811, et seq.). FUNDS DRAWN FROM COMPANY'S LOAN ACCOUNT BECOME A DEPOSIT WHEN THE DRAW AMOUNT IS ACTUALLY PROCESSED BY THE BANK. FUNDS TRANSFERRED FROM COMPANY'S DEPOSIT ACCOUNT TO MAKE A PAYMENT ON COMPANY'S LOAN ACCOUNT CEASE TO BE A DEPOSIT WHEN THE PAYMENT IS ACTUALLY PROCESSED BY THE BANK (*I.E.,* A CREDIT TO THE LOAN ACCOUNT). ALTHOUGH THE PAYMENT IS NOT A DEPOSIT, IT REDUCES THE AMOUNT COMPANY OWES THE BANK ON ITS LOAN ACCOUNT, PURSUANT TO COMPANY'S LOAN AGREEMENT WITH THE BANK.

2. **Deposit Account/Loan Information.** Bank reserves the right to determine which Deposit Accounts Company may use in conjunction with Automated Sweep(s). Money market and savings account types are not eligible for Automated Sweeps involving transfers out of such account types. Each Deposit Account and the Loan Account must have identical ownership to be eligible for the Automated Sweep.

3. **Automated Sweep/Payment Authorizations.** Automated Sweep authorizations are generally described below and must be specifically selected on the applicable Setup Forms:
    - ***a. Target Balance Sweep.***
        - **i.** *Transfer from Deposit Account.* For this type of transfer, at the end of each Business Day, after all debits and credits have been processed for each Sub-Account, Company authorizes the Bank to transfer the Account Balance in excess of the Target Balance for each Sub-Account to the Master Concentration Account. If the Account Balance in any Sub-Account falls below the Target Balance on any Business Day, Company hereby authorizes the Bank to transfer funds from the Master Concentration Account to the applicable Sub-Account, as needed, to maintain the Target Balance in that Sub-Account. If at any time there is a ledger balance in the Master Concentration Account to transfer to some, but not all Sub-Accounts, as needed to maintain the Sub-Account Target Balances, funds will be transferred to the Sub-Accounts in the order applied by Bank, in its sole discretion.
        - **ii.** *Loan Advance.* For advances from a Loan Account, Company authorizes the Bank to initiate an advance from the identified Loan Account in an amount sufficient to restore the Target Balance in the Master Concentration Account; provided that, there is sufficient availability on the Loan Account, as determined by the loan agreements, including but not limited to, the promissory note. Notwithstanding the foregoing, nothing in this Service Description will require the Bank to honor items or other debit transactions against the Master Concentration Account when there are insufficient funds to cover the full amount of such transactions (including but not limited to insufficient available funds from the Loan Account).
        - **iii.** *Loan Payment Sweep.* To the extent there is an Account Balance in excess of the Target Balance available in the designated Deposit Account at the end of a Business Day when Company has a payment due on its Loan Account, Company authorizes the Bank to transfer funds from (debit) that Deposit Account to credit or make the outstanding payment due on the applicable Loan Account as identified in the applicable Setup Form. Funds swept from the designated Deposit Account when Company does not have a Loan Account payment due will be applied as unscheduled reductions of principal and reduce the outstanding balance on the Loan Account and, as such, will not satisfy Company's installment obligations under the payment schedule or any accrued interest for the Loan Account.

4. **Insufficient Funds.** Automated Sweep(s) will only transfer funds from the Master Concentration Account or a Sub-Account, as applicable when there is an available Account Balance in the applicable Deposit Account. Availability of funds for purposes of the Automated Sweep will be determined in accordance with the Bank's funds availability and float policies. If a hold is placed on funds in a Deposit Account, they may not be transferred from that Deposit Account.

5. **Processing Sweeps.** Company agrees and acknowledges that the transfers completed pursuant to this Service Description are not conducted on a real-time basis. The Bank will look at the Account Balance in the applicable Deposit Accounts at the end of each Business Day to determine whether a transfer will occur. Company also and acknowledges that although the transfers will be completed through the Bank's normal processing procedures, the processing may occur after the Bank is closed.

6. **Reversals.**
    - **a.** At any time, or from time to time, the Bank in its sole discretion, may reverse any transfer made in conjunction with any Automated Sweep.
    - **b.** The Bank may provide notice to Company but is not obligated to do so. The Bank may reverse any transfer or credit, for example, if the Bank determines in its sole discretion that to do may assist the Bank in the avoidance of any loss, liability, or to correct any error, or to cover any overdraft that might arise in a Deposit Account.
    - **c.** This paragraph is applicable if the promissory note or other loan document governing Company's Loan Account provides that the Loan Account is tied to a borrowing base of eligible receivables. At any time that Company is not in compliance with any applicable borrowing base requirement, the Bank may reverse any transfer pursuant to the Automated Sweep that constitutes an advance on the Loan Account.

7. **Inapplicable Restrictions.** Company understands that transfers provided under this Service Description will occur without regard to any withdrawal or access restrictions otherwise applicable to the Deposit Accounts or the Loan Account. Company agrees that any arrangements with the Bank to restrict access to the Deposit Accounts or the Loan Account do not impact the Bank's ability to sweep funds or make Payments as provided in this Automated Sweeps and Cash Concentration Service Description.

SERVICE DESCRIPTIONS

ACH SERVICES

ACH CREDIT ORIGINATION

1. **ACH Credit Origination.** If approved to use ACH Credit Services, Company may initiate credit and/or debit Entries by means of the national automated clearing house for electronic funds transfers in the US (the "**ACH Network**") and agrees to be bound by the terms of this Service Description and the Rules. Bank will act as an ODFI with respect to such Entries. Company is responsible for all Entries to the fullest extent provided by law and as set forth in this Service Description. For the purposes of this Service Description, unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Rules.

2. **Related Service Descriptions for Entries.** Entries originated by Company using Business Online Banking must also be consistent with terms and conditions of the Business Online Banking Service Description. Additional terms and conditions may apply to the ACH Credit Origination Services to the extent Company transmits Entries outside BOB. Company may not submit Entries outside BOB without Bank's prior written consent.

3. **The Rules.** In addition to the terms and conditions contained herein, Company agrees to be bound by the terms and conditions of the Rules. A copy of the Corporate Edition of the Rules can be purchased from Nacha at www.Nacha.org. Company agrees to obtain a copy, to understand and become familiar with the Rules, and to be responsible for keeping up to date with changes in the Rules, including applicable timeframes and deadlines. Company agrees that information or advice received by Company from Bank as to the Rules or the operation of the Rules is not legal advice and is not a substitute for Company's obligation independently to understand and comply with the Rules.

4. **Processing Entries.**
   - **a.** Company shall only transmit PPD (Prearranged Payments and Deposits) or CCD (Corporate Credit or Debit) credit or debit Entries to Bank to the location(s) and in compliance with the formatting and other requirements set forth in the Supporting Documents. ACH Credit Origination Services will start on a date agreeable to both Company and to Bank after all set up requirements have been completed to Bank's satisfaction and in accordance with the Rules. Company agrees that its ability to originate Entries under this Agreement is subject to exposure limits in accordance with the Rules and as set forth in the Supporting Documents.
   - **b.** Company will not submit Entries in excess of the maximum limits established by Bank and reflected in the Supporting Documents, as amended from time to time. The parameters and variations of the limits shall be set at Bank's discretion, including but not limited to limits based on dollar amounts and/or Standard Entry Class Code types. Company will not divide a transaction into more than one Entry in order to avoid these limitations. The Bank may adjust these limitations from time to time by providing notice to Company; provided that, nothing contained in the preceding statement prevents Bank from adjusting these limits in order to prevent loss to the Bank or Company. The Bank processing Entries in an amount greater than the established limit(s) shall not be deemed a waiver of this provision; the Bank may cease processing Entries in a greater amount at any time without prior notice. Notwithstanding the above, Company shall be responsible for any Entries it submits in excess of the maximum limits established by Bank, from time to time, along with any associated charges or fees in accordance with the Agreement.
   - **c.** Company may not originate Entries using Standard Entry Class Codes other than CCD, CTX (Corporate Trade Exchange Entry) or PPD without prior notice to and written approval by Bank. Bank may require Company to apply, the form and content of the application must be acceptable to Bank, and execution by Company of such supplemental schedules, agreements and other documents as Bank may require, as a condition precedent to Company's use of other Standard Entry Class Codes. By way of example, the foregoing restrictions and requirements may apply to Company's use of ARC (Accounts Receivable Entries), RCK (Re-presented Check Entries), BOC (Back Office Conversion Entries), POP (Point-of-Purchase Entry), WEB (Internet-Initiated/Mobile Entries), IAT (International ACH Transaction) or TEL (Telephone-Initiated Entries) Standard Entry Class Codes, or if Company is engaging in cross-border (International) transactions. If Company has been approved by Bank to originate Entries using Standard Entry Class Codes other than those listed above, the additional Standard Entry Class Codes will be identified in the Setup Form, and Company agrees to be bound by the Rules applicable to those additional Standard Entry Class Codes. Bank may block unapproved use of a Standard Entry Class Code or an unapproved cross-border transaction.
   - **d.** If Company is authorized to initiate TEL, the following applies in addition to applicable provisions of the Rules and the Agreement:
     - **i.** Company will obtain Receiver's oral authorization for each TEL to the Receiver's account. A TEL may be transmitted only in circumstances in which there is: (1) an existing relationship between Company and Receiver, or (2) not an existing relationship, but the Receiver has initiated the call to Company. A TEL may not be when there is no existing relationship between Company and Receiver or when Company has initiated the telephone call to the Receiver. Company and Receiver are considered to have an existing relationship when either: there is a written agreement in place between Company and Receiver for the provision of goods or services, or Receiver has purchased goods or services from Company within the past two (2) years.
     - **ii.** Authorization must conform to the requirements of the Rules and must provide evidence of Receiver's identity and assent to the authorization. For Single Entry TEL, Company must either record the Receiver's oral authorization or provide, in advance of the Settlement Date of the Entry, written notice to Receiver that confirms the oral authorization. For recurring TEL, Company must record Receiver's oral authorization and provide a written copy of the authorization to the Receiver, to the extent required by Regulation E. If Company obtains the authorization over the telephone, Company must: (a) state clearly during the telephone conversation with Receiver that Receiver is authorizing a debit Entry to his or her account, (b) express the terms of the authorization in a clear manner, and (c) Receiver must unambiguously express consent. Silence is not express consent. For Single Entry TEL, Company must retain the original or duplicate audio recording of Receiver's oral authorization or a copy of the written notice confirming Receiver's oral authorization for two (2) years from the date of the authorization. At Bank's request, Company shall promptly provide Bank with a copy of the authorization and/or notice, as appropriate.
     - **iii.** For recurring TEL, Company must retain for two (2) years from the termination or revocation of the authorization (1) the original or a duplicate audio recording of the oral authorization, and (2) evidence that a copy of the authorization was provided to Receiver in compliance with Regulation E. At Bank's request, Company must promptly provide Bank with a copy of the authorization and/or notice, as appropriate.
     - **iv.** For Single Entry TEL, if Company chooses the option to provide Receiver with written notice confirming Receiver's oral authorization, Company must disclose to the consumer during the telephone call the method by which such notice will be provided. The written notice must include, at a minimum, the eight (8) pieces of information (identified below) that must be provided during the telephone conversation. Company may not use a voice response unit to capture Receiver's authorization for a TEL; key-entry responses by Receiver do not qualify as a TEL authorization. Company must ensure, at a minimum, the following information is disclosed to Receiver

during the telephone call: (1) a statement by Company that the authorization obtained from Receiver will be used to originate a Single Entry to Receiver's account; (2) the date on which Receiver's account will be debited; (3) the amount of the Entry; (4) Receiver's name; (5) the account to be debited; (6) the method by which Receiver can revoke the authorization directly with the Company, to include the time and manner in which the Receiver must communicate this revocation to the Company to allow the Company a reasonable opportunity to act on the revocation instruction prior to initiation of the Entry; (7) a telephone number that is available to Receiver and answered during normal business hours for Receiver inquiries; and (8) the date of Receiver's oral authorization.

v. For recurring TEL, the following minimum information must be included as part of the authorization: (1) the amount of the Recurring Entries, or a reference to the method of determining the amount of Recurring Entries; (2) the timing (including the start date), number, and/or frequency of the Entries,; (3) Receiver's name or identity; (4) the account to be debited (including whether the account is a demand deposit account or a savings account); (5) a telephone number that is available to Receiver and answered during normal business hours for Receiver inquiries; (6) the method by which Receiver can revoke the authorization directly with the Company, to include the time and manner in which the Receiver must communicate this revocation to the Company to allow the Company a reasonable opportunity to act on the revocation instruction prior to initiation of initial, or subsequent Entries; and (7) the date of Receiver's oral authorization.

vi. Company, as an Originator, is required to establish and implement commercially reasonable procedures to verify the identity of Receiver (*e.g.*, name, address and telephone number). Company will use establish a commercially reasonable method (e.g., use of a directory or database) to comply with this requirement. Company will also verify Receiver's identify by verifying pertinent information with Receiver (e.g., past buying history, mother's maiden name, or Caller ID information).

vii. Company must establish commercially reasonable procedures to verify that routing numbers are valid. If appropriate, this may include the use of available databases or directories or contact with Receiver's financial institution. Company will also employ reasonable procedures (as available) to verify the validity of account numbers.

viii. In addition to any other warranties given by Company under the Agreement or the Rules, Company warrants the following to the Bank with respect to each TEL: (1) Company used a commercially reasonable method to establish the identity of Receiver; and (2) Company took commercially reasonable steps to verify that the routing number is valid.

e. If Company is authorized to initiate WEB, the following applies in addition to the applicable provisions of the Rules and the Agreement:

i. Authorization for debit WEB must conform to the requirements of the Rules and must provide evidence of Receiver's identity and assent to the authorization. Each authorization must: (1) be in a writing that is signed or similarly authenticated by Receiver; (2) be readily identifiable as an ACH debit authorization; (3) clearly and conspicuously state its terms; and (4) provide Receiver with a method to revoke his or her payment authorization by notifying Company in the manner prescribed. Company must be able to provide Receiver with a hard copy of the authorization if requested to do so. Only a consumer may authorize a WEB, and not a Third-Party Service Provider on behalf of the consumer. Company must maintain records of Receiver's authorization for two (2) years after the termination or revocation of the authorization. At Bank's request, Company must promptly provide Bank with a copy of the authorization.

ii. Company will employ a commercially reasonable, fraudulent-transaction detection system to screen each WEB in order to minimize the risk of fraud. The level of authentication used shall reflect the risk of the transaction, based on factors such as the transaction amount, the type of goods being offered, whether consumers are new or existing Receivers, and a method of delivery. The Service must authenticate Company's identity as well as that of Receiver. Company agrees to provide Bank with a description of Company's fraudulent transaction detection system, upon request, and evidence that such system is commercially reasonable. Company will use commercially reasonable procedures to verify at a minimum, that the routing numbers used in WEB are valid and that the identity of the Receiver has been validated. Additionally, Company will employ commercially reasonable procedures to validate any account number to be used for a WEB upon the first use of each account number, or for any subsequent change to an account number. If appropriate, this may include the use of available databases or directories.

iii. Company shall establish a secure Internet session with each Receiver using commercially reasonable security technology that, at minimum, is equivalent to 128-bit SSL encryption technology. The secure session must be in place from the time Receiver enters his or her banking information through time of transmission to Bank. This requirement also applies to any transmission to an agent or service provider. Company will conduct an annual or more frequent security audit to ensure that the financial information obtained from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of: (1) physical security to protect against theft, tampering, or damage; (2) personnel and access controls to protect against unauthorized access and use; and (3) network security to ensure secure capture, storage, and distribution of financial information. Company's audit will, at a minimum, include and cover those items identified in the Rules as the minimum components that must be addressed in the audit report. Company must provide Bank with a copy of each audit within thirty (30) days of Company's receipt of the audit.

iv. In addition to any other warranties given by Company under the Agreement or Rules, Company warrants the following to Bank with respect to each WEB Entry: (1) Company employed a commercially reasonable fraudulent transaction detection system to screen the Entry; (2) Company used a commercially reasonable method to establish the identity of Receiver; (3) Company took commercially reasonable steps to verify the routing number is valid; (4) Company used commercially reasonable means to validate the account number for a WEB; (5) Company established a secure Internet session prior to and during the key entry by Receiver of any banking information; and (6) there has been no change in Company's operations or other circumstance that would have a negative effect on the security practices identified or examined during Company's last security audit.

f. Except as provided below for On-Us Entries, Bank shall: **(i)** process Entries received from Company in accordance with the file specifications set forth in Rules; **(ii)** transmit such Entries as an ODFI to a Federal Reserve Bank acting as an ACH Operator; and **(iii)** settle for such Entries as provided in the Rules. All Entries shall be received by Bank prior to Delivery Date Deadline.

g. Bank shall transmit or complete the necessary authorizations for Entries by the Delivery Date Deadline, provided: **(i)** such Entries are received by the applicable Cutoff Time and Delivery Date Deadline on a Business Day, and **(ii)** the ACH Operator is open for business on such Business Day. Entries shall be deemed received by Bank at the location set forth in the Supporting Documents, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related Security Procedure provided for herein) is completed as provided in the Setup Forms. If any of the requirements of this Section are not met, Bank may use reasonable efforts to transmit such Entries to the ACH Operator by the next Delivery Date Deadline which is a Business Day and a day on which the ACH Operator is open for business.

5. Compliance with Security Procedures.

a. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or cancellation request) and Company shall be obligated to pay Bank the amount of such Entry

even though the Entry (or cancellation request) was not authorized by Company, provided the Bank accepted the Entry in good faith and acted in compliance with the Security Procedures contemplated herein.

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

6. **Rejection of Entries.** Bank may reject any Entry which does not comply with the requirements of Section 4 (Processing Entries) or Section 5 (Compliance with Security Procedures) of this Service Description, or which contains an Effective Entry Date more than one (1) Business Day after such Entry is received by Bank. Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank may reject any Entry if Company has failed to comply with its Account Balance obligations under Section 14 (Reserve Account) of the General Terms of the Agreement. Although Bank is under no obligation to do so, Bank may reject any Entry if Company does not adhere to Security Procedures contemplated herein. Bank shall notify Company either by phone or electronic transmission, including email, or as otherwise agreed to by Bank and Company of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

7. **On-Us Entries.** Except as provided in Section 6 (Rejection of Entries), in the case of an On-Us Entry, Bank shall Credit or Debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 4 (Processing Entries) are met. If said requirements are not met, Bank may use reasonable efforts to Credit or Debit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

8. **Notice of Returned Entries.** Bank shall notify Company by phone or electronic transmission, including email, of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of receipt of the returned Entry. Except for an Entry retransmitted by Company in accordance with the requirements of Section 4 (Processing Entries), Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Service Description with respect to the original Entry.

9. **Notifications of Change.** Bank shall notify Company of all NOC or corrected NOC received by Bank relating to Entries transmitted by Company by mutually agreeable means, including email, within two (2) Banking Days. Company must make the changes specified in a NOC or corrected NOC (a) within six (6) Banking Days of receipt or prior to initiating another Entry to the Receiver's account, whichever is later, or (b) as otherwise required in the Rules, if the Rules specify a different time for correction.

10. **ACH Pre-Fund.** Bank may require Company to ACH Pre-Fund certain Entries. Bank may change Company's designation to or from ACH Pre-Fund at any time, with or without cause and at Bank's sole discretion. Bank will inform Company of its designation as an ACH Pre-Fund company, and of any change in the designation. Company will pay Bank, in immediately available funds, an amount equal to the sum of all credit Entries or debit Reversing Entries transmitted to the Bank no later than the date of transmittal of the related Entry data or at such earlier time as Bank may have established for Company. If Company is not required to Pre-Fund, Company will pay Bank no later than the opening of business on the Settlement Date of Entries transmitted.

11. **Inconsistencies.** If a beneficiary of a Request is identified by both name and account number, payment may be made by Bank and by any other financial institution based on the account number, even if the name and the account number are not consistent or identify different parties. If an intermediary bank, or a beneficiary's bank, is identified on a Request by both name and account number, Bank and other financial institutions may rely on the account number, even if the name and the account number are not consistent or identify different parties.

12. **Cancellation, Amendment or Reversal.** Company has no right to cancel or amend any Entry after its receipt by Bank. However, if such request complies with the Security Procedures for the cancellation of an Entry, Bank may use commercially reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not affected. Company shall reimburse Bank for any expenses, losses, or damages Bank may incur in affecting or attempting to affect Company's request for the cancellation or Reversal of an Entry.

13. **Provisional Credit.** Company agrees that any payment by Bank to Company for any Debit Entry, returned Credit Entry or Credit Reversing Entry is provisional until Bank has received final settlement for such Entry. Bank may delay availability of provisional funds at its discretion. If final settlement is not received, Bank is entitled to and Company agrees to pay a refund of the amount credited; Bank may charge Company's Deposit Account for the amount due. Bank may refuse to permit the use of any amount credited for a Debit Entry or Credit Reversing Entry if it believes that there may not be sufficient funds in Company's Deposit Account to cover the chargeback amount.

14. **Account.** Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Service Description by debiting the Account(s) of Company, and shall credit the Account(s) for any amount received by reason of the Return of an Entry transmitted by Company for which Bank has previously received payment from Company. Such credit shall be made as of the Business Day of such receipt by Bank. Company shall always maintain a balance of available funds in the Account(s) sufficient to cover its payment obligations under the Service Description. In the event there are not sufficient available funds in the Account(s) to cover Company's obligations under this Service Description, Company agrees that Bank may set off against any of Company's Deposit Account any amounts Company owes to Bank or Bank may collect funds from any other account owned by Company and held with Bank (in accordance with the Deposit Account Agreement and Disclosure provided to Company at time of account opening) in order to obtain payment of Company's obligations under this Service Description.

15. **Account Reconciliation.** Credit and Debit Entries processed by Bank will be reflected on Company's periodic statement issued by Bank with respect to the Account(s) pursuant to the Deposit Account Agreement and Disclosure between Bank and Company. Company agrees to promptly notify Bank of any discrepancy between Company's records and the information shown on any periodic statement. Such notification time frame shall be in accordance with the Rules. Company agrees that Bank shall not be liable for Company's failure to comply with the Rules, under any theory for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to Entry shown on such periodic statement, and Company shall be precluded from asserting such discrepancy against Bank.

SERVICE DESCRIPTIONS

16. **Cutoff Time.** A Request is considered executed when Bank executes it. If a Request is received after the Cutoff Time or on a day that is not a Business Day, Bank will process the Request on the following Business Day. Companies who submit Requests via an automated transfer (e.g., Business Online Banking) need not re-submit the Request as the Request will be processed the next Business Day, provided the Request has a "scheduled" or similar status.

17. **Company Representations and Warranties.** With respect to each and every Entry initiated by Company, Company represents and warrants to Bank and agrees that:
    - **a.** Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations two (2) years after they expire, and other documents related to Entries for a period of six (6) years. Without limiting the foregoing, each Receiver of an Entry authorized the initiation of such Entry by Company (Bank), and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry. Company will provide the Receiver with a copy of such authorization whenever required to do so under the Rules. Further, Company agrees to provide the original, copy or other accurate record of the Receiver's authorization to Bank in such time and manner as to enable the Bank to deliver the authorization to a requesting RDFI within ten (10) Banking Days of the RDFI's written request.
    - **b.** Such authorization is operative at the time of transmittal or crediting / debiting by Bank as provided herein;
    - **c.** Entries transmitted to Bank by Company are limited to those types of credit or debit Entries selected by Company on the Setup Form or set forth in this Service Description;
    - **d.** If the amount of a debit Entry to a Receiver's account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, Company will, at least ten (10) calendar days before the scheduled transfer date of such debit Entry, send the Receiver written notice of the amount of such debit Entry and the date on or after which the transfer will be debited, unless the Receiver has previously been notified of Receiver's right to receive such notice and Receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount;
    - **e.** If any change is made by Company to the date on or after which a recurring debit Entry to a Receiver account is made, Company will, at least seven (7) calendar days before the first Entry to be affected by the change is scheduled to be debited, send the Receiver a written notice of the new scheduled transfer date(s) of such Entry or Entries;
    - **f.** Company shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the RDFI to the Receiver as provisional until receipt by the RDFI of final settlement for such Entry; and
    - **g.** Company specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify and hold the Indemnified Parties harmless against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.
    - **h.** Company will not use the ACH Origination Services to collect payments for any prohibited business categories or types, as developed by Bank, in its sole discretion. Neither Company, nor any service provider of Company, may initiate corrections to files that have already been transmitted to an ACH Operator.
    - **i.** Company must agree to establish data security policies, procedures and systems as required by the Rules. This must include controls that comply with applicable regulatory guidance on access to all systems used by Company to initiate, process and store Entries. This requires Originators to:
        - **i.** Protect the confidentiality and integrity of Protected Information;
        - **ii.** Protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and
        - **iii.** Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

18. **Compliance Audits.** Bank may, upon providing five (5) Business Days' written notice, audit Company for the purpose of ensuring Company's compliance with the terms and conditions of this Service Description and the Security Procedures. Bank may conduct the audit or, in its sole discretion, choose a third-party auditor. If the audit indicates there is a breach in Company's compliance with this Service Description: **(i)** Bank may immediately terminate the Agreement and pursue its legal remedies, and **(ii)** Company will pay the cost of such audit. If Company does not cooperate with Bank's request to audit for compliance, Company shall be deemed to have constructively admitted to a material breach in its compliance.

SERVICE DESCRIPTIONS

ACH DEBIT BLOCK AND ACH POSITIVE PAY

1. **ACH Debit Block/ACH Positive Pay Services.** ACH Debit Block is a service that, when selected by Company, automatically returns all incoming debit Entries attempting to post to the specified Account. ACH Positive Pay is a service which allows Company to review and confirm debit Entries prior to posting to Account(s) identified for the Service on the Setup Form.

2. **Related Service Description for Business Online Banking.** Company's use of the ACH Debit Block or ACH Positive Pay Services are facilitated through Business Online Banking and are subject to the terms and conditions of the BOB Service Description.

3. **General Terms.**
   - **a.** If Company using the ACH Positive Pay shall establish (and update from time to time) Filtering Rules, as specified further in the Supporting Documents. Alternatively, if Company chooses the ACH Debit Block Service, for specified Accounts, all incoming debit Entries will auto return before posting to the Account. Company is not required to establish Filtering Rules for the ACH Debit Block Service.
   - **b.** For ACH Positive Pay Service:
     - i. Bank shall compare incoming debit Entries against Company's Filtering Rules and accept those transactions which are authorized under Company's Filtering Rules.
     - ii. Bank shall submit to Company, as exceptions, any debit Entries which do not meet the Filtering Rules.
     - iii. Company shall be notified via email by Bank, of those exceptions that need review via BOB.
     - iv. Bank shall make reasonable efforts to make Exceptions available for review on each Business Day by the Cutoff Time.
     - v. Company shall review Exceptions it receives through BOB and determine if the Exceptions will be treated as authorized or unauthorized debit Entries. If an Exception item is a valid Debit Entry, Company may establish a rule after authorizing to pay the item so that future items will be paid automatically.
     - vi. Company shall make its Exception decisions online through BOB each Business Day by the applicable Cutoff Time.
     - vii. If Company has not submitted a decision on the same Business Day by the Cutoff Time, Bank will apply the default decision as selected by Company in the Setup Forms.
   - **c.** Company acknowledges that the ACH Positive Pay and/or ACH Debit Block Services do not cover debit Entries that Bank has already paid, or finalized, or is already committed to pay or honor under applicable laws, regulations, or the Rules.
   - **d.** Exceptions will not reflect in the Company Account records.

4. **Limitation on Liability.** In addition to any other limitation on liability in the Agreement, Company agrees that if Bank pays or rejects Entries in accordance with this Service Description or the Setup Forms, Company releases Bank and holds it harmless from any claim that the Checks or items were not properly payable, or for wrongful dishonor (as applicable).

SERVICE DESCRIPTIONS

ACH THIRD-PARTY SENDERS

1. **Third-Party Senders Generally.** The Rules generally define a Third-Party Sender as a type of Third-Party Service Provider that acts on behalf of an Originator as an intermediary in transmitting Entries between the Originator and an ODFI. If Company has selected to act as a Third-Party Sender, it will be subject to the specific obligations herein as well as those additional obligations and processing requirements as prescribed by the Rules.

2. **Authorization.** Company represents and warrants to Bank that it has the requisite authority, pursuant to any Origination Agreements with its Originators, to authorize Bank to originate Entries on behalf of its Originators to Receivers' accounts.

3. **Responsibilities of Third-Party Senders.** All Third-Party Senders who originate Entries through Bank must comply with the following:
   - **a.** ***General Obligations.*** Company represents and warrants to Bank and agrees that it shall:
     - **i.** Perform all of the duties to identify Originators;
     - **ii.** Assume all of the responsibilities, including, but not limited to, the responsibilities of ODFIs and Originators;
     - **iii.** Make all of the warranties of ODFIs and the warranty that Originators have agreed to assume the responsibilities of Originators under the Rules; and
     - **iv.** Make all of the representations and assume all of the liabilities of a Third-Party Sender in accordance with the Rules, including, but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator.
   - **b.** ***Identification of and Due Diligence on Originators.*** Company, as a Third-Party Sender, is responsible to know its Originators and their creditworthiness.
     - **i.** Prior to entering into an Origination Agreement with an Originator, Company must use a commercially reasonable method to verify the identity of an Originator and its principals. In addition, before Company can originate Entries for a new Originator but not less than ten (10) Business Days prior to originating Entries for a particular Originator, Company must notify Bank of Company's intent to onboard a new Originator and provide Bank with any information reasonably necessary to identify each Originator including but not limited to the information identified in Section 5(g) of this Service Description. Failure to notify Bank of any new Originators may result in processing delays or even rejection of Entries.
     - **ii.** Company must notify Bank of any Third-Party Senders for which it transmits Entries, prior to transmitting Entries for that Third-Party Sender.
   - **c.** ***Agreement with Originators.*** Company must have an Origination Agreement in place with any Originator on whose behalf Company initiates Entries. Each Originator must agree to be bound by the Rules and to assume the roles and responsibilities of an Originator under the Rules. Further, Company's Origination Agreement with its Originators shall create obligations for each Originator substantially like Company's obligations described herein. Company shall, upon request, provide a copy to Bank of any and all agreements it has with its Originators, including but not limited to Origination Agreements.
   - **d.** ***Nested Third-Party Senders.*** Company acknowledges that the Bank prohibits Third-Party Senders from utilizing or servicing Nested Third-Party Senders and, as such, represents and warrants to Bank that Company does not have any Nested Third-Party Senders, nor will it engage any during its use of the Services. Notwithstanding, Company shall be responsible for any Nested Third-Party Senders it has or uses in conjunction with the Service and such Nested Third-Party Senders' compliance with this Agreement and the Rules, without limitation.
   - **e.** ***Compliance with Rules.*** Company is responsible for its, as well as its Originators', compliance with the Rules, Regulation E (for consumer Entries), Article 4A of the Code (for corporate Entries) and all other applicable federal, state, and local laws. Company is solely responsible for understanding the impact the Rules have on its organization and ACH activities, as they impose several processing and legal obligations on both the ODFI and Originator on Third-Party Senders. Company further agrees that neither Company, nor its Originators, will originate Entries in violation of the laws of the United States. To the extent Bank is notified of an actual or suspected violation of any applicable law by Company, or any of its Originators, Company shall fully cooperate with Bank to resolve any such issues and provide any requested documentation to Bank within the required timeframe. Company shall be responsible for any Losses and Liabilities Bank incurs as a result of such violation, or investigation of, any suspected violation.
   - **f.** ***Risk Assessment of ACH Activities.*** All Third-Party Senders, including Nested Third-Party Senders, are required to conduct a Risk Assessment of its ACH activities in accordance with the Rules; therefore, Company is responsible for conducting a periodic Risk Assessment of its ACH activities and those of its Originators. Bank may request copies of such Risk Assessments and its supporting documentation.
   - **g.** ***Audit.*** In accordance with Appendix Eight of the Rules, Company must conduct an annual audit of its compliance with the Rules and other applicable laws. The scope of the audit includes data security, record retention, agreements and authorizations and other areas. Company must retain, and provide upon request, documentation supporting the completion of the audit for six (6) years from the date of the audit and, as Bank may periodically request, provide copies of such audit(s). Company shall provide the requested copy within five (5) Business Days of receiving such request.
   - **h.** ***Reporting to Bank.*** Company shall, within five (5) Business Days following the end of each calendar quarter, provide Bank with any information considered reasonably necessary to identify each Originator. Information considered to be reasonable includes but is not limited to: Originator name, address, telephone number, website/URL, nature of business, doing-business-as names, principal(s) name(s), principal's address, principal's phone number, principal's email, and primary contact for Originator. Bank may request, at any time, from Company an updated list of Company's Originators and Company agrees to provide such information within two (2) Business Days of such request.
   - **i.** ***Originator Responsibilities.*** Company represents and warrants to Bank that all Originators for whom it transmits Entries have agreed to assume the responsibilities of an Originator as required by the Rules. Failure by Originators to meet those obligations may result in processing delays or rejection of Entries.
   - **j.** ***Performance of ODFI Obligations.*** In any case where Company performs the role of an ODFI, Company agrees that it is obligated to meet the requirements of an ODFI under the Rules and warrants that it is authorized and legally capable of doing so.
   - **k.** ***Payment to Bank.*** Company is required to fund Bank for any Credit Entries it originates, and any Debit Entries returned by the applicable RDFI, regardless of whether the Company receives payment from the Originator.
   - **l.** ***Performance of Originator Responsibilities.*** Company and its Originators are responsible for the retention and delivery of any records, documentation and data related to Entries, including but not limited to, copies of source documents and records of authorization, as required by the Rules.
   - **m.** ***Security Requirements.*** Company must establish, implement, and update security policies, procedures and systems related to initiation, processing and storage of Entries and resulting Protected Information as outlined in the ACH Credit Origination Service Description and further described herein. Company is required to verify, as part of its annual audit described in Section 3(g) of this Service Description, that it has established, implemented, and updated the data security policies, procedures, and systems required by the Rules. These data security policies,

procedures and systems must, at a minimum, protect (x) the confidentiality and integrity of Protected Information, (y) against anticipated threats or hazards to the security or integrity of Protected Information, and (z) against unauthorized use of Protected Information that could result in harm to a natural person. Bank may, at its own discretion, require Company to engage a certified, independent audit firm to conduct a SSAE 16 audit. Company will be solely responsible for any costs associated with the SSAE 16 audit as well as timely remediation of issues identified by the SSAE 16 audit. Company must notify Bank immediately of any actual or suspected breach of the data security requirements of the Rules or any applicable privacy law including, without limitation the Gramm-Leach-Bliley Act.

n. ***Activity of Originators.*** Company is responsible to perform ongoing due diligence and monitor the activity of its Originators. Company must provide accurate and complete information to Bank for each Originator to minimize risks placed on Company and Bank. Company shall perform ongoing due diligence on Originators to ensure no adverse or negative business activities are occurring and no material change in the nature of business of each Originator has occurred. If Company identifies any adverse or negative business activity on the part of an Originator, Company must inform the Bank immediately to determine a course of action including but not limited to termination of Company's use of Services for that Originator.

o. ***Types of Entries.*** In accordance with its obligations under Section 4 of the ACH Credit Origination Service Description, Company must restrict the types of Entries an Originator is allowed to originate based on the nature of the Originator business.

p. ***Originator Exposure Limit.*** Company must establish an exposure limit for each Originator and review those exposure limits at least annually and update as needed.

q. ***Return Rate.*** Company acknowledges that Bank has certain responsibilities as an ODFI to monitor and periodically report on Originator and/or Third-Party Sender Debit Return Rates; therefore, Company is responsible for monitoring all origination and Return rate activity over multiple Settlement Dates for Entries transmitted on behalf of its Originators, in accordance with the Rules. If Company or its Originators violate any of the Debit Return Rate thresholds, Bank, in its sole discretion, may suspend or terminate both Company's and Originator's ACH origination services.

4. Bank Rights and Responsibilities; Limitation of Liability.

a. All Third-Party Senders must be reviewed and approved by Bank prior to engaging in ACH origination activities for Originators. Bank reserves the right to reject, in its sole discretion, any Third-Party Sender application.

b. In performance of its duties under this Service Description or the Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Service Description and shall not be responsible for the accuracy or completeness thereof.

c. Bank shall be responsible for only performing the Services expressly provided for in this Service Description and shall only be liable for its gross negligence or willful misconduct in performing those Services. Bank shall not be responsible for Company's acts or omissions (including, without limitation, the amount, accuracy, or timeliness of transmittal, or authorization of any Entry received from Company) or those of any other person including, but not limited to, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the Return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent.

d. Bank will provide all approved Third-Party Senders with a copy of or access to the Rules on an annual basis.

e. Bank reserves the right, upon reasonable notice to Company, to audit Company's and its Originators' compliance with this Service Description, the ACH Service Description, and the Rules.

f. Bank shall only be liable for Company's actual costs and losses arising solely from Bank's responsibilities to Company with respect to Entries transmitted pursuant to this Service Description. Bank shall not be liable for any damages or other losses to Company due to claims made by any Originator in connection with any arrangement or agreement under which Company transmits Entries pursuant to this Service Description. In no event shall Bank be liable for any punitive, indirect, consequential, or special damages or lost profits which Company may incur or suffer in connection with this Service Description, whether or not the likelihood of such damages was known or contemplated by Bank, and regardless of the legal or equitable theory of liability which Company may assert, including but not limited to, lost or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Service Description.

5. Company Representations and Warranties; Indemnity.

a. In addition to those representations and warranties elsewhere in this Service Description and the Agreement, for each and every Entry transmitted by Company, Company represents and warrants to Bank and agrees that:

i. Each person 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 Company shall provide a copy of such authorization to Bank within five (5) Business Days of Bank's request;

ii. Such authorization is operative at the time of (a) transmittal or (b) Crediting or Debiting by Bank as provided herein; and

iii. Entries transmitted to Bank by Company are limited to those types of Credit and Debit Entries set forth in Section 4 of the ACH Service Description.

b. Company agrees to comply with applicable state and federal law, or regulation and Company warrants it will not transmit any Entry that violates the laws of the United States, including, without limitation, regulations of OFAC. Company is responsible for reviewing OFAC's SDN for each Entry it initiates to ensure it is not transacting with anyone who appears on the SDN list (i.e., those individuals or companies who have been identified as targets of sanctions).

c. Company shall perform its obligations under this Service Description, and the Agreement, in accordance with all applicable laws, regulations and orders, including but not limited to regulations and orders administered by FinCEN, and any state laws, regulation or orders applicable to the providers of ACH payment services and Company shall be bound by and comply with the provision of the Rules making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry as described in Section 13 (Provisional Credit) of the ACH Credit Origination Service Description.

d. In addition to Company's other indemnification obligations under this Service Description or the Agreement, Company shall indemnify and hold the Indemnified Parties harmless against and for any Loss and/or Liability resulting from or arising out of **(i)** any breach of any of the foregoing warranties, representations, or agreements; or **(ii)** any claim that Bank is responsible for any act or omission of Company or any other person described in Section 4(c) of this Service Description.

6. Termination of Services.

a. ***Termination by Company.*** Company may terminate the Services contemplated hereunder at any time. Such termination shall be effective on the second (2nd) Business Day following the date of Bank's receipt of written notice of such termination or such later date as is specified in that notice.

b. ***Termination by Bank.*** Bank reserves the right to terminate Company's use of Services contemplated by this Service Description at any time, with or without cause or advance notice to Company. Further, Bank may terminate or suspend Company's, or its Originators' ACH activities, including

those origination services contemplated by this Service Description, for a breach of the Rules in a manner that interfere with Bank's compliance with the Rules or other applicable laws.

c. ***No Effect on Rights or Obligations.*** Any termination of the Services contemplated by this Service Description shall not affect Bank's rights or Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to Services performed by Bank prior to termination, or any other obligations that survive the termination of this Service Description or the Agreement.

SERVICE DESCRIPTIONS

BUSINESS ONLINE BANKING

1. **Business Online Banking.** Company may use BOB to access its Accounts and to facilitate certain Services as identified below and is subject to this Service Description. Bank reserves the right, in Bank's sole discretion, to place limits on Company's right to use BOB. Subject to Bank's prior approval, Company may use BOB to: **(i)** view balances on Linked Accounts; **(ii)** view Account history for all Linked Accounts; **(iii)** transfer funds between Linked Accounts; **(iv)** request Check stop payments; **(v)** send secure email messages to Bank; **(vi)** initiate Funds Transfers; **(vii)** ACH origination services; **(viii)** request advances from and make payments to certain Linked Accounts; **(ix)** pull reports, including but not limited to, for daily funding totals; and **(x)** initiate Bill Payments. From time to time and at its sole discretion, the Bank may add Services to BOB that will be reflect on the applicable Setup Forms and Supporting Documents.

2. **Related Service Descriptions.** Certain Services available on BOB may be subject to the terms and conditions set forth in other Service Descriptions included in this Agreement based on the functionality and/or Service. Company is solely responsible for understanding which additional Service Description apply and is solely responsible for complying with such terms and conditions.

3. **Primary Account Designation.** Company shall designate one of its Accounts as the Primary Account. Company authorizes Bank to debit the Primary Account, or any other eligible account maintained by Company at Bank, in the event of insufficient funds in the Primary Account for any fees or other amounts due to Bank. If the Primary Account is closed for any reason, Bank will charge one of Company's other Accounts for any fees or other amounts due to Bank in connection with the Services. If Company closes its Primary Account and has no other Accounts, the Bank will stop the BOB Services along with any unprocessed Services transfers. To reinstate its BOB Services, Company must open a new Primary Account.

4. **Administrator and User(s) and Account Designations.**
   - **a.** To use BOB, Company must appoint at least one individual to act as the Primary Administrator with the authority to determine who will be authorized to use the BOB on Company's behalf. **COMPANY SHOULD REVIEW THIS SECTION CAREFULLY BEFORE SELECTING WHO WILL SERVE AS ITS ADMINISTRATOR(S), AS THESE INDIVIDUALS ARE GRANTED UNRESTRICTED AUTHORITY ON BEHALF OF THE COMPANY WITH RESPECT TO COMPANY'S BOB PROFILE, THE SERVICES SELECTED, AND THE USERS AND THE ENTITLEMENTS OF EACH USER ASSOCIATED WITH THAT BOB PROFILE. COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT USERS ARE NOT REQUIRED TO BE AUTHORIZED SIGNERS ON COMPANY'S ACCOUNT(S) IN ORDER TO BE A USER IN BUSINESS ONLINE BANKING AND AGREES TO ACCEPT RESPONSIBILITY FOR ALL TRANSACTIONS AUTHORIZED BY SUCH USERS AS IT WOULD FOR THOSE INITIATED AND/OR AUTHORIZED BY AUTHORIZED SIGNERS.**
   - **b.** An Administrator will, among other things, have the authority to:
     - **i.** Establish additional Administrators and Users (who may or may not be authorized signers on an Account) or employees or agents of Company) establish User rights and/or limits and remove existing Users.
     - **ii.** Determine what BOB entitlements will be granted to Users, when to change passwords and Security Devices, and any limitations on the use of the Services by individual Users.
   - **c.** Company is solely responsible for monitoring the Primary Administrator and Users to whom Primary Administrator grants access and authority including but not limited to other Administrators. At the time of Company's initial setup, the Primary Administrator is granted full access and authority, without limitation, to all Accounts and Services entitled under Company's Profile and is solely responsible for User administration for that Profile.
   - **d.** Bank is generally only involved in Administrator setup at the time of Company's initial enrollment; any subsequent changes or modifications to those Administrators must be done by Primary Administrator. Every Administrator has the ability to self-administer his or her User entitlements. **Bank will not nor does it have any obligation to control, monitor, or otherwise oversee the Administrator function or User entitlements and/or access, regardless of whether Bank assisted Company in establishing either; therefore, Company should use extreme caution when selecting and authorizing the individual to serve as its Primary Administrator.**
   - **e.** Company agrees to all action taken by the Administrator, or any User designated or authorized by the Administrator, and all such persons are Company's agents, each authorized to act individually or in concert, for purposes of use of the Services. The fact that Bank is, or may be made aware of, or could have discovered, any limitation on access to Business Online Banking does not make Bank obligated to enforce or attempt to enforce any limitation. Company understands that the Administrator and each User may use Business Online Banking (including inquiries, transfers, and account verification) without regard to any restrictions otherwise applicable to an Account. Administrator and each User will be able to use Business Online Banking regardless of whether they are also authorized signers on the applicable Account's signature card.

5. **Access to Account Data.** Company can obtain Account Balance and other Account information through BOB. Since certain information and transactions are not processed by Bank until after the close of Bank's Business Day, some transactions may not be reflected on BOB until the next Banking Day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in Bank's information system. If Company is unable to access BOB for any reason, Company may contact Bank at (888) 995-2265 for support.

6. **Business Mobile Banking.** Bank's Business Mobile Banking is a service offered through an Application that allows those customers enrolled in the Bank's Business Online Banking Service (with active user ID) to access certain Account information and conduct limited transactions through a compatible Wireless Device. Mobile Banking and the Application are provided to Company by Bank and powered by a third-party mobile technology solution.
   - **a.** ***Continued Use.*** Company and its Users use and continued use (regardless of any modifications, amendments, or changes to this Agreement) of the Service constitutes Company's agreement and acceptance of the terms of this Agreement and all other agreements referenced herein, as they may be amended by Bank. Bank reserves the right to modify, change, or amend any of the services and/or the terms of this Agreement, at any time, for any reason.
   - **b.** ***Fees.*** In accordance with this Agreement, Company is responsible for all fees and charges incurred in connection with Company's use of the Service, including all applicable fees set forth in the Fee Schedule, which may be amended from time to time. Mobile Banking is separate and apart from any other charges that may be assessed by a User's wireless carrier for Alerts sent to or received from Bank. Company is solely

responsible for any fees or other charges that Company's and its Users' wireless carrier may charge for any related data or message services, including without limitation for short message service.

c. ***Application***. To use the Service, Company must obtain and maintain, at Company's own expense the Application provided by the third-party licensor as subject to the End User Agreement available on the Application on the Company's Wireless Device. Bank is not responsible for any third-party software or Application Company may need to access the Service. Any such software is accepted by Company "as is" and subject to the terms and conditions of the applicable software license agreement Company enter directly with the third-party software provider prior to Company's use of the downloadable Application.

7. Bill Payment Service.

a. ***Bill Payment Account Designation; Payment Details.*** When using Bill Payments, Company must designate at least one Account from which Bill Payments are to be made (the "**Bill Payment Account**"). Company also may identify other Accounts Company wishes to use to make Bill Payments. For each Bill Payment, Company will also be required to provide the complete name of the Payee, the account number and the Payee's remittance address (as exactly as shown on the billing statement or invoice), the amount of the Bill Payment and the Payment Processing Date. If the Payment Processing Date is not a Business Day, then Company's Bill Payment will be processed the next Business Day.

b. ***Setting Up Payees.*** To initiate Bill Payments, Company must establish Company's list of Payees. Bank reserves the right to reject any Payee at any time, at its discretion. Bank is not responsible if a Bill Payment is not made to a Payee because Company provided Bank with incomplete, incorrect, or outdated information regarding the Payee or Company attempted to make a Bill Payment to a Payee that is not on Company's established list of Payees. Also, Bank reserves the right to refuse to prohibit payment to a Payee via a Bill Payment.

c. ***One-Time Payment***. Company can use BOB to make a one-time Bill Payment. A one-time Bill Payment will be processed on the Payment Processing Date; provided that, the Payment Processing Date selected by Company is a Business Day and Company submits Company's one-time Bill Payment prior to the Bill Payment Cutoff Time for that date. If Company selects a Payment Processing Date that is not a Business Day or submits Company's Bill Payment after the Bill Payment Cutoff Time for that date, then the Payment Processing Date will be the next business day.

d. ***Recurring Payments.*** Company can use BOB to make recurring Bill Payments. The Bill Payment Service allows Company to schedule a Bill Payment to be processed on Company's selected frequency on an ongoing basis. However, if the future Payment Processing Date is on a non-Business Day, then the new future Payment Processing Date will be the next Business Day.

e. ***Available Funds***. For same-day Bill Payments, Company will need to have sufficient available funds in Company's designated Bill Payment Account to cover the amount of all Bill Payments scheduled on the same Business Day Company logged onto BOB, even if Bank does not debit Company's Bill Payment Account on that same Business Day. For future one-time or recurring Bill Payments, Company will need to have sufficient available funds in the Bill Payment Account on the Payment Processing Date. Company can initiate Bill Payments up to the available funds in Company's Bill Payment Account, plus any linked credit or other overdraft facility. If Company exceeds these limits, then Bank may prevent (or reverse) payments in any order and in any amount that Bank chooses, even if the result is to reduce Company's transactions to a level below the amounts needed to pay Company's Bill Payments.

f. ***Certain Payees Not Recommended***. Bank does not recommend that Company use Bill Payments to pay Company's federal, state, or local taxes, courts or other governmental entities. Bank will not be liable for penalties, interest, or other damages of any kind if Company tries to use Bill Payments to remit or pay money for taxes, or to courts or governmental agencies.

g. ***Scheduling Bill Payment***. Bill Payments should be scheduled well in advance of the Due Date to allow a Payee to receive the Bill Payment by the Due Date set by Company's Payee and without considering any grace period that may be offered by Company's Payee. Some companies paid through Bill Payments are not set up for electronic payment and therefore will receive a paper draft on Company's behalf. These paper draft Bill Payments can take up to six (6) Business Days to process before the Payee receives the Bill Payment. Longer exception periods may be required for Bill Payments to the U.S. Territories of Guam, Puerto Rico, U.S. Virgin Islands, and payments to international military bases. Company is responsible for ensuring that Company initiates a Bill Payment in time for the payment to reach the Payee before its Due Date (without considering any grace period). Company must allow at least six (6) Business Days (or longer for the exceptions noted above), prior to the Due Date, for each Bill Payment to reach the applicable Payee. Bank is not responsible for any damages Company may suffer if Company does not allow sufficient time between the Payment Process Date and the Due Date of Company's bill or obligation, without counting any grace period offered by the Payee.

h. ***Payment Methods.*** Bank reserves the right to select the method in which to remit funds on Company's behalf to Company's Payees. These payment methods may include, but may not be limited to, an electronic payment, or a demand draft payment (where a negotiable instrument is created and drawn off of Company's Bill Payment Account).

i. ***Payment Changes and Cancellation.*** Company may change or cancel a Bill Payment via BOB as long as Company logs onto BOB and makes the change prior to the Payment Processing Date for the applicable Bill Payment and Company follows the terms and conditions applicable to Bill Payment changes and cancellations.

j. ***Accurate Information on Payees***. If the Bill Payment provides Company with a series of options regarding Payee address or location, Company is responsible for correcting that information if such information does not agree with Company's records or with Company's particular bill. Bank and the others that handle Company's Bill Payment (including the Payee's bank) are entitled to rely on information Company supplies, such as the Payee's account number or the routing number of the Payee's bank, even if the name Company gives to Bank and the number Company gives to Bank identify different persons. Bill Payments that are made through the ACH are subject to the Rules, and Company agrees to be bound by the Rules, including the rule making payment to the Payee provisional until receipt by the Payee's bank of final settlement of the credit transaction. If final settlement is not received, Company will not be deemed to have paid the Payee the amount of the electronic Bill Payment.

k. ***Entries.*** If a Bill Payment is processed electronically through ACH, the Entries and the transaction will also be subject to the terms and conditions of the ACH Service Description, to the extent applicable.

8. Check Stop Payment Service.

a. Company may use BOB to initiate stop payments on Checks that Company has written against Company's Accounts. Company may initiate a stop payment on a Check by providing Bank with timely, complete, and accurate information including but not limited to the following: the number of the Account on which the Check is drawn; the date of the Check; the Check number; the Payee information and the EXACT amount of the Check (dollars and cents). If any information is incomplete or incorrect, Bank will not be responsible for failing to stop payment on the Check. Requests become effective when Bank has had a reasonable opportunity to confirm receipt and has verified that the item has not been paid and shall remain effective in accordance with applicable law. If Company contacts Bank, Bank may at its sole discretion attempt to assist Company but will not be liable for any failure to successfully stop payment on transactions.

b. Company may not use this Check stop payment service to stop payment on any Entry or Funds Transfer, point-of-sale ACH/EFT transfer; any cashier's check, certified check or other official institution check have purchased from Bank, or any Check which Bank has guaranteed. If Company wishes to cancel or amend any other BOB Service transaction (e.g., Funds Transfers or Entries), Company should review the relevant Service Description for the terms and conditions under which it may cancel, amend or reverse such transactions.

c. Company understands that its stop payment request is conditional and subject to Bank's verification that the Check has not already been paid, or any Service not already performed, or that stopping payment may subject Bank to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

d. All stop payment orders, renewals, and revocations of stop orders will be subject to Bank's current policy on stop payment orders. From time-to-time, Business Online Banking may be inoperable. If that occurs, Company's request can be communicated to Bank by telephone. A Check stop payment order is effective for six (6) months only and will expire automatically, at which time Company is responsible for any renewal desired by Company for another six (6) month term. There will be a fee assessed for each stop payment request processed.

9. Email Messages; Encrypted Transmissions.

a. While access to Bank through the secure email function of the Services is "online", messages sent to Bank through email are not reviewed by Bank personnel immediately after they are sent. If immediate attention is required, Company must contact Bank by telephone or in person or through some other procedure not using Business Online Banking.

b. Encryption of data transmissions does not guarantee privacy. Data transferred via Business Online Banking is encrypted in an effort to provide transmission security. Notwithstanding Bank's efforts to ensure that Business Online Banking is secure, Company acknowledges that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. Bank cannot and does not warrant that all data transfers utilizing Business Online Banking will not be monitored or read by others. Company's email messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, email messages will not serve as a substitute for any requirement imposed on Company to provide Bank with "written" notice.

10. Multiple Entity Access through Business Online Banking.

a. ***Multiple Entity Access.*** Within Business Online Banking, multiple entities (including but not limited to Related Companies), Consumers and Linked Accounts may be linked, in the sole discretion of Bank, under the Profile. Any Account Holder who is utilizing BOB in conjunction with its Accounts agrees to be bound by the terms and conditions of this Agreement as evidenced by **(i)** the applicable Business Online Banking Acknowledgement and Authorization signed by such Account Holder or **(ii)** such Account Holder's use and/or continued use of BOB. This Section only applies to Company if there are multiple entities under the same Profile as Company, regardless of whether Company is Primary Company or a Related Company.

b. Authorization.

i. Each Related Company authorizes Bank to link its Accounts under the Primary Company thereby giving the Administrator(s) the ability to allow every other Related Company and/or User (even if in breach of obligations of confidentiality) access to Related Company's Accounts through BOB and to use Services on its Accounts in conjunction with multiple-party access. This may include Services that are made available to other Related Companies but that are not made available by Bank directly to the Related Company whose Accounts are affected. This includes authority granted under this Agreement or under any other agreement between Related Company and Bank.

ii. Without limiting the foregoing, each Related Company authorizes Bank to debit or credit its Accounts and otherwise to act in accordance with Communications received from any other Related Company or User.

iii. Except to the extent expressly prohibited by law or regulation, authorization to use the Services is deemed to have been given and is hereby confirmed to have been given by Related Company to any person: **(1)** to whom Related Company provides actual authority (*e.g.,* by appointment as agent or by resolution of Related Company's board of directors or governing body); **(2)** who has apparent authority to act on behalf of Related Company; or **(3)** who receives Security Devices from Related Company, any Administrator, or any other person previously given access to the Security Devices by Related Company.

iv. The authorization of Related Company continues until Related Company notifies Bank and expressly withdraws authorization for that person to use the Security Devices and Bank has had a sufficient time to act on such information.

c. ***Certification of Authorization.*** Each Related Company agrees to provide appropriate corporate, partnership or other applicable entity authorization, upon request and in a form satisfactory to Bank, verifying the authority of the authority of the individual granting the authorization described in this Section.

d. ***Security Procedures.*** If Company qualifies as a Related Company under this Agreement and it uses the Services, it is representing and warrantying to Bank that it has independently reviewed and agrees the Security Procedures selected by the Primary Company on the Setup Form (and further described in Section 4 (Security Procedures) of the General Terms and Conditions of this Agreement) are commercially reasonable for Related Company and will remain so until such time as it notifies Bank in writing to the contrary. Changes in Security Procedures applicable solely to Related Company may require separating Related Company from Primary Company's Profile and establishment of a distinct and separate BOB profile for Related Company.

e. ***Withdrawal Limitations.*** Company, as a Related Company understands Services may be used to initiate Funds Transfers (debits and/or credits) from and to Accounts without regard to any withdrawal or signature restrictions otherwise applicable to the affected Account. Related Company is solely responsible for knowing the applicable transaction limitations or signature restrictions with respect to a particular Account.

f. ***Independent Selection.*** Each Related Company acknowledges that Bank did not at any time solicit Related Companies for activation of multiple-party access. Each Related Company acknowledges that Bank is providing the multiple-party access as an accommodation to and at the express request of Related Company, and accepts all risks associated with the use of the multiple party access services by itself and by the other Related Companies.

g. ***Indemnification.*** Except to the extent expressly prohibited by law or regulation, each Related Company shall jointly and severally, defend, indemnify and hold harmless Indemnified Parties from and against any and all Losses and Liabilities resulting from or arising out of any losses due to action or inaction by any other Related Company or its Users in the use of BOB or the Services or by Bank in the granting multiple-party access.

h. Fees.

i. Company authorizes Bank to debit Primary Account (identified on the Setup Form) for any fees or charges related to the Services.

ii. In addition to other applicable fees that have been separately disclosed in the applicable Fee Schedule, Bank reserves the right to impose a multiple-party access fee. Bank will notify Related Company regarding the amount of said fee.

11. Consumer Accounts.

a. BOB is intended for commercial use only; therefore, Consumer Accounts may only be added to a Profile with the express permission of the Bank. Any Consumer Account that is accessed through Business Online Banking is subject to the terms and conditions of this Agreement to the extent those rights or obligations do not conflict with the Account Agreements. If there is a conflict between the Agreement and the Account Agreements, the Account Agreements shall control.

b. Consumer Accounts on BOB are prohibited from originating Entries (with exception of Bill Payments processed through ACH network), international (U.S. Dollar) wires, or FX Funds Transfers through BOB.

c. Special Funds Transfer rules apply to Consumer Accounts and are provided in the applicable Business Online Banking Acknowledgement and Authorization.

12. RLOC.

a. Company acknowledges and agrees that the Administrator will have the ability to entitle other User(s), established under the same Profile, with the ability to advance from and make payments to the RLOC added to Company's Profile and that such individuals may differ from the person(s) named or authorized under the loan agreement for the subject RLOC.

b. Company acknowledges and agrees that the Administrator(s) and any User(s) who have been granted access to and/or authority with respect to a RLOC linked on the Profile shall be deemed additional authorized individuals under the applicable loan agreements. Company agrees to be bound by the actions of the Administrator and any User with respect to Company's RLOC.

13. User ID and Password. The Bank may set standards for the unique user ID and password used to access the Service. The Bank recommends that you maintain the confidentiality of your user ID and password, change your password regularly, and select a unique user ID and password combination for use only with the Service. Do not share your user ID and password with others.

14. Computer System Security. Company agrees to maintain and regularly update the security of its computer software, hardware network or system or Wireless Devices ("**Computer System**"), through which Company, Administrators or Users access the Services, including, without limitation, by installing, maintaining and regularly updating anti-virus and antispyware identification and removal software and other deterrent systems reasonably necessary to prevent unauthorized access to Company's Computer System. Company agrees to take reasonable precautions to prevent the introduction of any disabling procedures, including but not limited to, software lock, malicious logic, worm, Trojan horse, bug, or time bomb) into Software that might disrupt Equipment or Software, or the equipment or software of other Users of the Services.

SERVICE DESCRIPTIONS

CHECK SERVICES

CHECK POSITIVE PAY

1. **Related Service Description for Business Online Banking.** Company's use of Check Positive Pay, Check Payee Positive Pay, or Reverse Positive Pay is facilitated through Business Online Banking and is subject to the terms and conditions of the Business Online Banking Service Description.

2. **Types of Positive Pay.**
   a. ***Classic Check Positive Pay.*** Positive Pay allows Company to compare the Check Issue File, which includes Check amount, issue date and serial numbers against Checks presented for payment from the specified Company Account(s) identified on the Setup Forms.
   b. ***Check Payee Positive Pay.*** Similar to Positive Pay except that Check Payee Positive Pay includes Payee name in the list of attributes verified as part of the service.
   c. ***Reverse Check Positive Pay.*** Reverse Check Positive Pay allows Company to review Checks presented to Bank for payment to determine whether they should be paid or returned.

3. **General Terms.**
   a. Positive Pay and Check Payee Positive Pay both permit Company to identify Exceptions and instruct Bank whether to pay or return the Exceptions.
   b. Company must submit a Check Issue File to Bank prior to the Cutoff Time on the Business Day of issuance of any Checks against accounts that are subject to Positive Pay or Payee Positive Pay. Company assumes full responsibility for the timely and accurate submission of the Check Issue File and data to Bank. The Check Issue File must be in the format and contain the information specified by Bank in the Supporting Documents. Company must inspect each Exception and submit a "pay" or "return" decision for each Exception to Bank on the same Business Day by the Cutoff Time.
   c. Company may research Exceptions in Business Online Banking by viewing the Check images.
   d. Company grants Bank full authority to honor all Checks that match the serial numbers, amounts, and Payee name (for Payee Positive Pay) corresponding to the Check Issue File submitted by Company and maintained at Bank.
   e. All Exceptions for which Bank does not receive a timely "return" or "pay" decision will be handled according to the default procedure reflected on the Setup Form. If no default decision is selected by Company, Bank shall default to a "return" decision for any Exception for which Company has not submitted a decision on the same Business Day by the Cutoff Time.
   f. Bank is not obligated to verify signatures on any Checks that match the information Company provides or that Company fails to return nor is it required to physically examine matching Checks to confirm they are properly signed, completed and encoded.
   g. If Company orders or prints Checks from any source other than Bank, Company agrees to meet the Bank's MICR encoding and printing specifications.
   h. Company acknowledges Positive Pay and Payee Positive Pay apply to Checks that are presented for payment to Bank with exception of items which Bank has already cashed, negotiated or paid or which Bank is already committed to honor or pay under applicable laws or regulations.
   i. Subject to funds being available pursuant to Bank's funds availability policy as detailed in the Deposit Account Agreement and Disclosure, Bank shall honor all Checks that either match the serial numbers and amounts corresponding to the Check Issue File that is provided in conformance with this Service Description, or that fall under the optional Exception threshold established by Company on the Setup Form.

4. **Security Procedures.** Company agrees to implement reasonable internal security procedures in connection with Positive Pay, Payee Positive Pay, or Reverse Positive Pay. Bank recommends imposing a dual control environment in connection with the transmission of Check Issue Files and related instructions.

5. **Limitation on Liability.** In addition to any other limitation on liability in this Agreement, Company agrees that if Bank pays or rejects for payment Checks or items in accordance with this Service Description or the Setup Forms, Company releases Bank and holds it harmless from any claim that the Checks or items were not properly payable, or for wrongful dishonor (as applicable).

SERVICE DESCRIPTIONS

CHECK PRINT & MAIL

1. **Check Print & Mail Service.** Subject to Bank's prior approval and periodic modifications of available services/functionality, the Bank's Check Print & Mail Service allows Company the ability to electronically issue/print and mail Checks through the Western Alliance Integrated Payables. Company will submit Request Files to Bank through Western Alliance Integrated Payables to the Bank for processing.

2. **Accuracy of Information.** Company is solely responsible for the accuracy of the Vendor information provided to Bank and for notifying Bank of any necessary changes or modifications to that information. Bank will not be responsible for errors or omissions in Vendor information provided or input by Company.

3. **Timing of Payments.** Company is solely responsible for ensuring Request Files are submitted well in advance of any applicable Vendor due dates or deadlines. Bank shall not be liable for any late fees, penalties or interest incurred by Company that is imposed by the payee on Company.

4. **Check Print & Mail Request Files.** Check Print & Mail Request Files are Requests for payment to the applicable Vendors and, as such, are Communications governed by and subject to the terms and conditions of the Agreement, including but not limited to the Security Procedures, and other related Service Descriptions. By submitting a Check Print & Mail Request File, Company agrees to be bound by such Communication and liable to Bank for acting on such Communication in accordance with the Security Procedures. All Request Files submitted by Company shall provide instructions for Checking processing and mailing in the format and in accordance with the timelines, content requirements and Cutoff Times established by Bank.

5. **Processing of Request Files.** Each Business Day on which Bank receives a Request File before the Cutoff Time.

SERVICE DESCRIPTIONS

COMMUNITY ASSOCIATION SERVICES

ONLINE PAYMENT PROCESSING SERVICES

1. **Online Payment Processing Services.** Online Payment Processing Services is currently only available to property or community management or homeowners' association clients of Bank. Through the Online Payment Processing Services, Bank provides Company the ability to accept Cards and eChecks for the payment of Assessments by End Users. Company is responsible for all Payments submitted to the fullest extent allowed by law and as set forth in this Service Description and applicable Card Network Rules and the Rules. Company, as the property or community management company for Associations, acknowledges and agrees that it is solely responsible for sending Association homeowners statements indicating the Assessment amount owed to the Association within a reasonable time before the Assessment due date. Bank is not responsible for providing End Users with Assessment due dates or related statements.

2. **Card Processing.**
   - a. ***Acceptance of Cards.*** In conjunction with its acceptance of Cards, Company agrees to comply with the Operating Procedures and all Card Network Rules, as such may be changed from time to time. Company acknowledges that Bank or Payment Facilitator may be required to modify this Service Description or the Operating Procedures, respectively, from time to time in order to comply with requirements imposed by the Card Networks or applicable law. In addition, by accepting Cards, Company agrees that it has read, and agrees to be bound by, Payment Facilitator's sub-merchant terms and conditions. Bank will use commercially reasonable efforts to notify Company when Bank becomes aware of changes to the Operating Procedures; however, Company is solely responsible for monitoring and/or complying with any changes published by the Payment Facilitator. In the event Company's Transaction volume exceeds a total of one million dollars ($1,000,000), Company will be required to enter a separate merchant processing contract with Payment Facilitator and/or its sponsor bank.
   - b. ***Merchant of Record.*** Company acknowledges and agrees, regardless of whose name appears on a Card sales transmittal, confirmation or Card statement, that its intent is to be the merchant of record for the purposes of processing Transactions using Bank's Online Payment Processing Services and agrees to indemnify and hold the Indemnified Parties harmless for any Losses and Liabilities, including but not limited to Chargebacks, suffered as a result, direct or indirect, of Company processing Transactions pursuant to this Service Description, except to the extent such Losses and Liabilities arising directly or indirectly from or related to Bank's gross negligence or willful misconduct.
   - *c.* ***Settlement.***
     - i. Upon Bank's receipt of the Transaction Data, Payment Facilitator will process the Transaction Data to facilitate the funds transfer from the various Card Networks for the Card sales. After Bank receives credit for such Transaction Data, subject to Bank's other rights under the Agreement, Bank will provide provisional credit to Company's Settlement Account. Company acknowledges such credit is provisional and subject to Chargebacks and adjustments in accordance with the Operating Procedures, Card Network Rules, or this Agreement.
     - ii. If the Cardholder disputes a charge initiated by Payment Facilitator on Company's behalf, a Chargeback may result.
   - d. ***Card Information.*** Company represents to Bank that Company does not have access to Card information (such as the Cardholder's Card account number, expiration date, and CVV2) and Company will not request access to such Card information from Bank or Payment Facilitator. In the event that Company receives such Card information in connection with the processing services provided under this Service Description, Company agrees that it will immediately destroy the information and not use it for any fraudulent purpose or in violation of any Card Network Rules, including but not limited to Payment Card Industry Data Security Standards or applicable law. If at any time Company believes that Card information has been compromised, Company must notify Bank promptly and assist in providing notification to the proper parties. Company must ensure its compliance and that of any Third-Party Service Provider used by Company, with all security standards, laws, regulations, and guidelines that are applicable to Company and published from time to time by the Card Networks, including, without limitation, the Card Security Guidelines. If any Card Network requires an audit of Company due to an actual or suspected data security compromise event, Company agrees to cooperate with such audit. Company may not use any Card information other than for the sole purpose of completing the Transaction authorized by the Cardholder for which the information was provided to Company, or as specifically allowed by Card Network Rules, Operating Procedures, or required by law.
   - a. ***Disputes.*** In addition to the rights and obligations described in Section 4 (Chargebacks) below, Company acknowledges and agrees that: **(i)** Company must promptly and consistently inspect its Transaction history and immediately report any possible errors to Bank and/or Payment Facilitator; **(ii)** The Payment Facilitator may initiate a Chargeback when a dispute between Company and a Cardholder arises and Company acknowledges and agrees that the amount of a Chargeback may offset the value of such Chargeback from monies owed to Company. Company agrees not to reenter or reprocess, or direct Bank to do either with respect to, any Transaction that was a Chargeback. If Company disagrees with a Chargeback, Company may request a Chargeback reversal from Payment Facilitator so long as it is within the applicable Card Network's timeline as published in the applicable Card Network Rules; **(iii)** Company agrees that Bank may terminate or suspend Company's acceptance of Cards or require Company to establish a Reserve Account in the event of any Excessive Activity (as that term is defined the Payment Facilitator's Terms and Conditions) in conjunction with Company's Transactions; and **(iv)** Bank or Payment Facilitator may revoke or reverse any credit given to Company where: (1) the Transaction was not made in compliance with this Agreement, the Card Network Rules, the Operating Procedures or applicable law; (2) the Cardholder disputes liability to Bank or Payment Facilitator for any reason, including but not limited to those Chargeback rights enumerated in the Card Network Rules; (3) the Transaction was not directly between Company and the Cardholder; or (4) a deposit to Company was made erroneously.

3. **eCheck Processing.**
   - a. Company (and/or the Association), may act as an ACH Originator (as that term is defined by the Rules) and a Third-Party Sender, is responsible for ensuring its compliance as well as its Originators' (as applicable) compliance with the Rules, the Agreement, applicable law, the ACH Credit Origination Service Description and the Third-Party Sender Service Description.
   - b. Company will not: **(i)** permit the use of eCheck by any third party in a computer bureau services, timesharing or similar arrangement; **(ii)** reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the software portion of eCheck; **(iii)** use eCheck, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iv) otherwise effect, attempt or enable the unauthorized use (with or without administrative user ID and/or password) or misuse of eCheck.
   - c. Bank or its service provider (if applicable) shall have the right to remit, stop, cancel, and manage eChecks and ACH re-issuance and returns as deemed most reasonable by Bank, and Bank may cancel eChecks, or block Company or any End User from initiating additional eChecks, if Bank reasonably believes that an invalid or fraudulent Entry would otherwise be processed. Bank will notify Company of the decision to cancel or block

the eCheck. Company is solely responsible to contact the End User regarding the cancelled or blocked eCheck and to recover Payment errors. Bank will not contact End Users in the ordinary course; however, from time to time, Bank may contact Company to recover Payment errors.

d. As a Third-Party Sender (subject to the terms and conditions of the Third-Party Sender Service Description), Company agrees to the following: **(i)** Bank may originate eCheck entries to the End Users' accounts, **(ii)** Bank may terminate the Online Payment Processing Services for breach of the Rules in a manner that permits the Bank to comply with the Rules, **(iii)** Bank may audit any Originator or Third-Party Sender for compliance of this Agreement and the Rules and Company shall provide in any of its agreements with any other applicable third-parties that Bank has such audit rights, and **(iv)** before permitting an Originator to originate any entry directly or indirectly through itself or the Bank, Company will enter into an agreement with the Originator that satisfies the requirements of the Rules. Company shall not use any Nested Third-Party Senders without prior written agreement from the Bank.

4. Chargebacks.

a. Chargebacks can be received for several reasons. The following are some of the most common reasons for Chargebacks: **(i)** a refund is not issued to a client upon the return or non-delivery of goods or services; **(ii)** an authorization/approval code was required and not obtained; **(iii)** the transaction was allegedly fraudulent; **(iv)** the client disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or **(v)** the client refuses to make payment for a Card sale because in the client's good faith opinion, a claim or complaint has not been resolved, or has been resolved but in an unsatisfactory manner.

b. Company is responsible for payment to Bank of all Chargebacks.

c. Bank may assess a fee to Company's Deposit Account as disclosed on the Fee Schedule, or, at Bank's discretion, to the Cardholder's Card account(s) for each Chargeback related to a Payment.

d. Upon the closure of Company's Deposit Account or Reserve Account, Bank may setoff or otherwise hold back Company's funds in an amount sufficient to cover any possible Chargebacks that may occur on the closed Deposit Account or Reserve Account for such period that is reasonably determined by Bank.

5. Payment Information. For recurring or scheduled Payments:

a. Recurring or scheduled payments for Assessments must be submitted by the End User and cannot be submitted by Company on the End User's behalf.

b. Company acknowledges and agrees that it will only make modifications to the Assessment authorized by the End User as agreed upon by Company and End User. Company shall indemnify and hold the Indemnified Parties harmless from and Loss and Liabilities resulting from Company's modification of the Assessment amount.

c. Company hereby represents to Bank and agrees that: any and all information that Company provides to Bank using the Online Payment Processing Services will be accurate and complete; Company will not use the Services to access information about any account or provide any information to Bank through the Services unless Company has the legal authority and authorization to do so; Company will not use the Services for any illegal or improper purposes.

6. Reserve Account. Company acknowledges and agrees that Bank may require Company to establish a Reserve Account pursuant to Section 14 of the General Terms and Conditions of the Agreement.

7. Security Procedures. Notwithstanding any other applicable Security Procedures described in the Agreement, Company shall comply with the following as it relates to its use of Online Payment Processing Services.

a. Company is solely responsible for verifying the identity of each End User, and for contracting with, and managing the relationship with each End User, and obtaining all necessary End User authorizations to provide Online Payment Processing Services. Company and End Users shall be responsible for selecting and safeguarding their passwords for using Online Payment Processing Services. Any use of Online Payment Processing Services through a valid User ID and password shall be authorized use, if Bank or Payment Facilitator will cancel or disable any End User promptly following notification from Company that a User ID or password has been or thought to have been compromised. Company is responsible for validating the Transactions of its End Users, including assigning passwords or the Online Payment Processing payment portal access via single sign on.

b. Bank or Payment Facilitator may assign Company (a) a unique URL on the Internet for accessing the Online Payment Processing Services, and (b) a unique User ID and/or a unique password to access Online Payment Processing Services (or a group of such IDs and passwords). Company is solely responsible for assigning each additional administrative user a single unique password and an ID. Company will use commercially reasonable efforts to ensure that each password provided to an administrative User and the URL are kept confidential and used solely by such administrative User for the purposes authorized hereunder.

8. License. Company hereby grants to Bank and Payment Facilitator (a) a non-exclusive, royalty-free, fully paid-up license to use, reproduce, display, modify and create derivative works from data based on information transmitted by or to Company via Online Payment Processing Services solely for the purpose of operating, maintaining, supporting and enhancing Online Payment Processing Services; and (b) a non-exclusive, royalty-free, fully paid-up, perpetual irrevocable license to use, display, modify, create derivative works from and disclose in any manner Usage Data for any purpose, provided that Usage Data is only used or disclosed in an aggregate form and does not, directly or indirectly, identify Company or any End User, or identify, or contain any personally identifying information about, any employee, consultant, or any other individual affiliated with Company or an End User.

9. Audit and Inspection. In accordance with Section 24 of the General Terms and Conditions, Bank shall have the right to monitor and audit Company from time to time to ensure Company is complying with all applicable Card Network Rules, Operating Procedures or Rules, including review of Company's website content and active IP addresses, and other verifications to comply with the Card Network Rules, Operating Procedures and Rules. Company consents to Bank performing any such activities to ensure compliance with the Card Network Rules, Operating Procedures and/or Rules.

10. Reporting to Card Networks. Card Networks often maintain lists of merchants who have had their merchant agreements or Card acceptance rights terminated for cause. If this Service Description is terminated for cause, Company acknowledges that Bank may be required to report Company's name and the names and other information regarding its principals to the Card Networks for inclusion on such list(s). Company expressly agrees and consents to such reporting if terminated because of a breach of this Service Description or Agreement or for any reason specified as cause by any one of the Card Networks. Furthermore, Company agrees to waive and hold Bank and/or Payment Facilitator harmless from and against all claims which Company may have as a result of such reporting.

SERVICE DESCRIPTIONS

11. Fees and Charges.

a. If permitted by applicable regulations, the Online Payment Processing Service offers a flexible fee option that allow Company or Bank to define and collect fees to be charged to End Users in connection with a payment transaction. End Users are provided with the opportunity to stop the payment process if they do not wish to pay the fee or use an alternative Payment option (e.g., End User's bank's bill pay option or Lockbox Services).

b. If Company desires to collect fees, Company shall be responsible for ensuring that the processing fee complies with the relevant laws, rules and regulations applicable to the Company's industry in accordance with section 11(c) below. If agreed by Bank and Company, Bank may collect and retain the entire processing fee, or Bank may retain a portion of the processing fee and remit the rest to the you as the management company for the Association or a third party that has contracted with Company, pursuant to a separate agreement between Bank and Company or, third party that has contracted with the Company, for the costs associated with the acceptance of payments via the Service.

c. Company is responsible for ensuring that it complies with any applicable state or federal laws that apply to the Company, the Association industry or to the assessment of processing fees for the Service. Specifically, it is important for Company to confirm whether any of the states where it conducts business prohibit or restrict fees for the use of the Service. Notwithstanding the foregoing, Company agrees and acknowledges that the processing fee, is a fee assessed by the Bank to the Company and not to the End User and Company ultimately determines whether to absorb the processing fee or flow it down to the End User.

SERVICE DESCRIPTIONS

CONNECTLIVE SERVICES

Bank is the provider of APIs through domains such as services.allianceassociationbank.com and api.westernalliancebank.com ("**ConnectLive API**") through which Bank enables the initiation and receipt of Fund Transfers and Payments and provides related services (the "**AAB Platform**"), as further described in this Agreement, Enrollment Forms and Supporting Documents (the AAB Platform, together with the related services, collectively, the "**ConnectLive Services**" for purposes of this Section).

This Section sets forth the terms and conditions applicable to your integration of the ConnectLive Services into your enterprise resource planning software, platform or similar technology ("**Company Platform**") to initiate or receive funds transfers or payments on your own behalf, Company's access to and use of the ConnectLive Services will be subject to the terms and conditions set forth below.

1. **License.** Subject to Bank's written approval of the Company Platform and use case through which Company will make available the ConnectLive Services , and subject to Company's compliance with these terms, Bank grants to Company a limited, non-exclusive, non-transferable, non-sublicensable license, during the Term, to integrate the ConnectLive Services with the Company Platform as described herein, and in accordance with this Agreement solely as necessary to make available the ConnectLive Services to Company's employees through the Company Platform in strict accordance with the use case approved by Bank in order for such Company employees to access and use the ConnectLive Services only as expressly permitted by and in accordance with the Supporting Documents and this Agreement.

2. **Provision of the ConnectLive Services.** Subject to Company's compliance with the terms and conditions of the Supporting Documents and the Agreement, Bank will use commercially reasonable efforts to provide the ConnectLive Services in accordance with the Supporting Document and this Agreement.

3. **Technical Support.** Both Company and Bank acknowledge that Bank may offer technical support to Company in connection with its use of the Site and related integration to the AAB Services upon Company's request. Technical Support may be subject to certain fees or may be offered at no cost at Bank's sole discretion. Under no circumstances will Bank be liable for errors, issues or omissions resulting from the provision of Technical Support.

4. **Approval.** Prior to making available the ConnectLive Services on the Company Platform or otherwise accessing or using the ConnectLive Services, Bank may request a complete and accurate description of Company's proposed use case for the ConnectLive Services prior to Bank's approval of such use case.

5. **Relationship with Company Customers.** Company will be responsible for all aspects of Company's relationship with Company's Associations and homeowners ("**Company Customers**") and Company's provision of Company Services to such Company Customers, including determining and selecting which ConnectLive Services to make available through the Company Platform in general and in respect of each Company Customer and for properly communicating such selections to Bank.
    a. Company will disclose all fees to each Company Customer prior to allowing such Company Customer to access or use the ConnectLive Services.
    b. To the extent not prohibited by applicable law or the relevant regulatory authority, Company will promptly notify Bank of any inquiry, complaint, or other actual or threat of legal process, litigation, or regulatory action by any regulatory authority, Company Customer, or other third party arising out of or relating to the ConnectLive Services. Additionally, Company will promptly notify Bank of any allegation that Company or the Company Services do not comply with applicable law, the Rules or the Card Network Rules or that Company is engaging in, or has engaged in, any acts, practices, or conduct that violates applicable law, the Rules and the Card Network Rules.

6. **Modifications.** Bank may modify, replace, or discontinue all or any part of the ConnectLive Services or the Related Documents and this Agreement from time to time, including by imposing limitations or other restrictions on the use of or access to the ConnectLive Services. Bank will use commercially reasonable efforts to notify Company in advance of any modifications to the ConnectLive Services or that would reasonably be expected to require Company to make material modifications to the Company Platform for Company to continue to make available the ConnectLive Services in accordance with the Agreement. If Bank makes any modifications to the ConnectLive Services, the Company will promptly implement such modifications in accordance with this Agreement.

7. **Wind-Down.** Upon expiration or termination of this Agreement for any reason, Company will fully cooperate with Bank to promptly wind-down the parties' relationship under this Agreement and the ConnectLive Services in a smooth and orderly fashion within the time frame established by Bank (the "**Wind-Down Period**"), including by providing all information and assistance reasonably requested by Bank to complete or otherwise address any pending Transactions or activity, to provide Company and Company Customer funds and to otherwise take such actions as are necessary or appropriate for the smooth and orderly wind-down of the parties' relationship and the ConnectLive Services . During the Wind-Down Period, the parties agree to work in good faith to consider options for making available certain Account Data to a successor provider designated by Company in a manner that complies with applicable law, the Rules and the Card Network Rules.

SERVICE DESCRIPTIONS

CONTROLLED DISBURSEMENT ACCOUNT

1. **Controlled Disbursement Account.** Company may use this Service to manage its corporate Cash positions by managing the flow of Checks through the banking system to meet Company-specific funding objectives.

2. **Establishment of a Controlled Disbursement Account.** In order to the Service, Company must establish a Controlled Disbursement Account and, in addition to the Account Agreements, is subject to and governed by the terms and conditions of this Service Description. Company must maintain sufficient collected and available funds in its Controlled Disbursement Account to cover all Controlled Disbursement Items presented for payment against the Controlled Disbursement Account and other charges associated with Company's use of the Service. If there are insufficient funds in the Controlled Disbursement Account or if Company so chooses, it may transfer available collected funds from a Funding Account to the Controlled Disbursement Account provided such transfer is initiated prior to the applicable Cutoff Time.

3. **Controlled Disbursement Items.**
   - **a.** A Controlled Disbursement Account may only be used for clearing and managing Controlled Disbursement Items. No Funds Transfers, Entries, deposits or other transactions may be initiated into or out of Company's Controlled Disbursement Account.
   - **b.** Company will only use Checks for the Controlled Disbursement Account that comply with the specifications provided by the Bank in the Supporting Documents and have met all applicable Check stock quality test procedures required by Bank. Failure to comply or use of Check stock which has failed such test(s) may subject Company to Exception processing and/or manual processing fees.
   - **c.** Company must use the unique bank routing number provided by Bank for the bottom MICR line of the Controlled Disbursement Items.

4. **Report of Transactions.**
   - **a.** Each Business Day, Company may pull a report that displays all Controlled Disbursement Items, along with relevant information (e.g., Check number, posting date, posted Check amount) on the particular Controlled Disbursement Items, that will post to the Controlled Disbursement Account at the end of that Business Day.
   - **b.** Bank will make this information available electronically through Business Online Banking by such time of day as it may from time to time establish so that Company can ensure adequate collected funds are available in the Controlled Disbursement Account each day to cover that day's Controlled Disbursement Items. Such information is generally available by 7:00 a.m. Pacific Time on each Business Day. If, for any reason, the Federal Reserve Bank does not provide the Bank with the information on or before the Cutoff Time, Bank may estimate the amount of Controlled Disbursement Items for that day and transfer a corresponding amount from a Funding Account.
   - **c.** Bank does not review Controlled Disbursement Items nor does it assume any responsibility for any fraud or errors related to such Controlled Disbursement Items. Bank strongly recommends that Company implement fraud prevention tools, like Positive Pay, at the time the Controlled Disbursement Account is established.

5. **Return of Unpaid Items and Debits.**
   - **a.** Bank, in its sole discretion, may return any or all Controlled Disbursement Items if:
     - **i.** There are insufficient collected and available funds in the Controlled Disbursement Account by the established deadline to fund the total of the Controlled Disbursement Items for that Business Day;
     - **ii.** Charges cannot post to the Controlled Disbursement Account because it is closed, suspended, frozen, subject to a dispute, or unavailable for any other reason, including but not limited to reasons provided in the Account Agreements;
     - **iii.** There is a communications failure or another condition that prevents the Bank from obtaining information from or transmitting information or funds; or
     - **iv.** There are insufficient collected and available funds in the Controlled Disbursement Account because presentments exceeded the estimated amount that Bank transferred from a Funding Account to the Controlled Disbursement Account.
   - **b.** Bank assumes no responsibility for determining which Controlled Disbursement Items should be returned or unpaid if there are insufficient funds in the Controlled Disbursement Account, and Company agrees no to assert any claim against Bank arising out of the order in which Controlled Disbursement Items are or not paid. Bank may pay and return Controlled Disbursement Items in any order that it chooses.
   - **c.** Bank may, but is in no way obligated to do so, create an overdraft in the Controlled Disbursement Account and such overdraft will be governed by the Deposit Account Agreement and Disclosure.

SERVICE DESCRIPTIONS

EZEPAY SERVICE

1. **eZePay Service.** If applicable, Company's use of eZePay is subject to Bank's approval and periodic modification thereof, in Bank's sole discretion. Company is responsible for all Payments to the fullest extent provided by law and as set forth in this Service Description and the ACH Service Description.

2. **Accessing eZePay.** Bank will assign **(i)** Company a unique URL for accessing the Service and **(ii)** the Administrator an User ID and/or unique password to access eZePay. Company will be responsible for assigning each additional User an initial ID and password and the administration of all User ID's and passwords issued by Bank to Company. Company must have high-speed Internet access from sufficiently powerful computer hardware and appropriate Software, including Bank-supported Internet browsers, as described in the Supporting Documents.

3. **End User Agreements.** In order to use the Service, Company and each of its End Users may be required to execute an End User Agreement(s) containing additional terms and conditions imposed by Bank and/or the Payment Facilitator. As between Bank and Company, Company shall be solely responsible for verifying each End User's identity, and for contracting with, and managing the relationship with End Users of the Service.

4. **Card Processing.**
   - **a.** ***Acceptance of Cards.*** Company agrees to comply with the Operating Procedures and all Card Network Rules, as such may be changed from time to time. Company acknowledges that Bank or Payment Facilitator may be required to modify this Service Description or the Operating Procedures, respectively, from time to time in order to comply with requirements imposed by the Card Networks.
   - **b.** ***Merchant of Record.*** Company acknowledges and agrees, regardless of whose name shows on a Card sales transmittal or confirmation, that its intent is to be the merchant of record for the purposes of processing Card transactions using the Service and agrees to indemnify and hold the Indemnified Parties harmless for any Losses and Liabilities, including but not limited to Chargebacks, suffered as a result, direct or indirect, of Company processing Card transactions pursuant to this Service Description, except to the extent such Losses and Liabilities arising directly or indirectly from or related to Bank's gross negligence or willful misconduct.
   - ***c.*** ***Settlement.***
     - **i.** Upon Bank's receipt of Transaction Data, Payment Facilitator will process such Transaction Data to facilitate transfer of funds from the various Card Networks for the Card sales. After Bank receives credit for such Transaction Data, subject to Bank's other rights under the Agreement, Bank will provide credit to the applicable Deposit Account. Company acknowledges such credit is provisional and subject to Chargebacks and adjustments in accordance with the Operating Procedures, Card Network Rules, and/or the Agreement.
     - **ii.** If the Cardholder disputes a charge initiated by Payment Facilitator on Company's behalf, the Chargeback amount will include all applicable fees. Such fees may include any Chargeback fees assessed by the Payment Facilitator and passed through by Bank as well as Chargeback fees from Bank, if applicable.
   - **d.** ***Card Information.*** Company represents to Bank that Company does not have access to Card information (such as the Cardholder Card account numbers, Card expiration dates, or security codes) nor will Company request access to any such Card information from Cardholders, Bank or Payment Facilitator. If Company receives such Card information in connection with the Service, Company agrees that it will not use it for any fraudulent purpose or in violation of any applicable rule or law including, but not limited to the Card Network Rules or the Payment Card Industry Data Security Standards. If at any time Company believes that Card information has been compromised, Company must immediately notify Bank and assist, as necessary, in providing notification and relevant information to the proper parties. Company must ensure its compliance and that of any third-party service provider used by Company, with all security standards and guidelines that are applicable to Company and published from time to time by Visa U.S.A., Inc., MasterCard Worldwide or any other Card Network, including, without limitation, Card Security Guidelines. If any Card Network requires an audit of Company due to a data security compromise event or suspected event, Company agrees to cooperate with such audit. Company may not use any Card information other than for the sole purpose of completing the transaction authorized by the client for which the information was provided to Company, or as specifically allowed by Card Network Rules, Operating Procedures, or required by law.

5. **Chargebacks.** If any Payments are returned unpaid for any reason, Bank may charge any one of Company's Deposit Accounts for the amount of the returned Payment plus applicable handling/Chargeback fees. If any Payments are returned as unauthorized, Bank may, but will not be obligated to, supply proof of authorization.
   - **a.** Bank may assess a fee to Company's Deposit Account as disclosed applicable Fee Schedule for each Chargeback related to a Payment..
   - **b.** Upon the closure of Company's Deposit Account or Reserve Account, Bank may setoff or otherwise hold back Company's funds in an amount sufficient to cover any possible Chargebacks that may occur on the closed Deposit Account or Reserve Account for such period that is reasonably determined by Bank.

6. **ACH.** Company is responsible for ensuring its compliance and that of its Users (as applicable) with the Rules, this Agreement, and the ACH Service Description.

7. **Recurring or Scheduled Payments.** Company acknowledges and agrees that it will only make modifications to the Payments authorized by the End User as agreed upon by Company and End User. Company also agrees to notify End User in writing at least ten (10) days prior to the effective date of any change to allow End User time to refuse the change, in compliance with the Rules. Company shall indemnify and hold the Indemnified Parties harmless from any Loss and Liabilities resulting from Company's modification of the payment amount or frequency.

8. **Security Procedures.** Notwithstanding any other applicable Security Procedures described in the Agreement, Company is solely responsible for verifying the identity of each User and managing the relationship with each User, prior to providing the Service. Company and Users shall be responsible for selecting and safeguarding their passwords for using the Service. Any use of the Service through a valid User credentials (i.e., user ID and password) is deemed authorized use. Company is responsible for validating the transactions of its Users, including resetting passwords and cancelling or disabling any User ID.

SERVICE DESCRIPTIONS

9. **Authentication.** Company may use its system or a third-party system to authenticate End Users and grant access to the Service, applicable Payment Types, properties and payment schedules. Company shall use best efforts to safeguard this information and is solely responsible for securely storing the information, managing access and/or managing a third party that provides the authentication solution.

10. **Audit and Inspection.** In accordance with Section 24 (Audit and Inspection) of the General Terms and Conditions, Bank shall have the right to monitor and audit Company from time to time to ensure Company is complying with the Rules as well as all applicable Card Network Rules and Operating Procedures. Company consents to Bank performing such activities to ensure Company's compliance with the Rules, Card Network Rules, and/or Operating Procedures.

SERVICE DESCRIPTIONS

FX TRANSACTIONS

1. **FX Transactions.** From time to time, Company may request from Bank an Exchange Rate for use in an FX Transaction by providing Bank with detailed transaction terms, including, without limitation, the applicable Foreign Currency, the amount of such Foreign Currency, the required delivery date, the name and account information for the recipient and any other information required by Bank from time to time. Company may make such requests by email, facsimile transmission, or through BOB. The responsibility for accurately transmitting a request to Bank rests solely with Company, and Company must verify the accuracy of all information contained in a request before transmitting it to Bank. If Company discovers any error in a request after transmission, Company must notify Bank immediately after discovering such error in writing. Bank will not be liable in any manner for any errors in a request for an Exchange Rate or any resulting losses. Company understands that incomplete information may result in Bank being unable to provide an Exchange Rate or process an FX Transaction. Bank is not required to provide an Exchange Rate, may prescribe any condition to the provision of an Exchange Rate and/or revoke an Exchange Rate at any time prior to its acceptance by Company.

2. **Funds Transfers.** Any request by Company for a Funds Transfer that necessitates or involves a Currency conversion will be deemed to be a request for an Exchange Rate for use in an FX Transaction pursuant to this Section 2, and the Exchange Rate for any such FX Transaction will be determined by Bank or its correspondent bank, as applicable, and Company will be deemed to have accepted such Exchange Rate by proceeding with such Funds Transfer. If a Funds Transfer is returned, Company acknowledges and agrees that the Exchange Rate used for reconversion may differ from that used by Bank or its correspondent bank, as applicable, to process the initial Funds Transfer, and Company shall be deemed to have accepted any such Exchange Rate. All Funds Transfers involving Foreign Currency, or included as part of an FX Transaction, are also subject to the terms and conditions of the Funds Transfer Service Description.

3. **Execution of FX Transactions.** When Bank provides Company with an Exchange Rate for an FX Transaction described in a request (other than any Exchange Rate provided in connection with a Funds Transfer as described in Section 1 above), Company will be asked to accept the Exchange Rate within the period specified by Bank, unless Bank revokes such Exchange Rate before Company has accepted it. A binding and enforceable contract between Company and Bank is formed, and the request for an Exchange Rate is considered accepted, from the moment Company communicates its acceptance of the Exchange Rate to Bank's dealing personnel, which communication may be oral or by email, facsimile transmission or through BOB (in the latter case by clicking the "Accept Quote" button). Company's acceptance (or deemed acceptance, as applicable) of an Exchange Rate is its irrevocable commitment to buy the applicable Currency. An FX Transaction cannot be canceled once Company has accepted (or is deemed to have accepted, as applicable) the related Exchange Rate.

4. **Trading Deadline.** Other than with respect to FX Transactions that arise from Funds Transfers, a request for an Exchange Rate and Company's acceptance of that Exchange Rate must be received by Bank before Bank's daily deadline if Company wishes to execute the resulting FX Transaction on the same Business Day. Bank's daily deadline is currently 2:00 pm Pacific Time, Monday - Thursday, and 1:30 pm Pacific Time on Fridays but is subject to change without notice in Bank's sole discretion. If Company's acceptance of an Exchange Rate is received (or deemed received, as applicable) after Cutoff Time, the resulting FX Transaction will be executed the next Business Day. The risk of changes in market rates due to delays in execution arising as a result of Bank not receiving acceptance of an Exchange Rate prior to the deadline shall be solely borne by Company and Bank shall not be liable for any loss arising therefrom.

5. **Confirmation.** Other than with respect to FX Transactions that arise from Funds Transfers, once Company has accepted an Exchange Rate as set forth herein, Bank will provide Company with a Confirmation setting forth the specific terms of the related FX Transaction. Company is responsible for reviewing each Confirmation and immediately notifying Bank in writing of any discrepancies in the Confirmation. Company's failure to immediately advise Bank of any errors shall be deemed Company's acceptance of the terms of the FX Transaction as stated in the Confirmation and Company's waiver of any dispute regarding the matters set forth in the Confirmation as they relate to such FX Transaction. Bank will not be liable in any manner for any errors in a Confirmation that are not immediately disclosed to Bank. Bank's electronic records shall, absent manifest error, prevail over any Confirmation or other writing (whether or not prepared by Bank) in the event of any dispute as to the existence or terms of a contract.

6. **No Commitment.** Bank and Company each acknowledge and understand that nothing in this Agreement is intended, nor shall be construed in any way, to impose on Bank any obligation to enter into an FX Transaction or to affect Bank's sole and absolute discretion to enter into, or to refuse to enter into, any FX Transaction for any reason. Company understands and acknowledges that not all Foreign Currencies may be readily available to Bank for sale, and, under certain Foreign Currency market conditions, Bank may not be able or willing to purchase or sell certain Foreign Currencies. Notwithstanding the foregoing, Bank, in its sole discretion, shall have the exclusive right to determine what, if any, Currencies it will purchase or sell. Subject to the terms of any FX Transaction that has not yet settled, Company may only sell such Foreign Currencies to Bank that Bank agrees in its sole discretion to purchase, and the fact that Bank previously sold to, or purchased from, Company a certain Foreign Currency does not obligate Bank in any way to sell or purchase such Foreign Currency at any time in the future. Without limiting the generality of the foregoing, Bank shall not be obligated to enter into an FX Transaction if:

   i. Company is in default under this Agreement, or any other terms, agreement or arrangement between Company and Bank;

   ii. Accepting and/or carrying out such FX Transaction would be unlawful, illegal, or would contravene the requirements of any regulatory authority or subject Bank to onerous costs or expenses;

   iii. Company or any of Company's subsidiaries or parent companies are insolvent, in liquidation, bankruptcy, or receivership, or unable to pay its or their debts as and when they fall due; or

   iv. Bank is hindered or prevented by an event or circumstances outside its control from accepting or entering into an FX Transaction.

7. **Cancellation of FX Transactions.** Company shall be liable to Bank for any Trading Loss incurred by Bank by reason of the cancellation of any FX Transaction prior to the delivery date. Bank will not be liable to Company for cancellation of any FX Transaction hereunder, and Bank will be entitled to retain any gain Bank derives by cancellation of the FX Transaction, including its costs and expenses.

8. **Settlement Instructions.** Company is responsible for providing its settlement instructions for an FX Transaction to Bank prior to the settlement date. If Company fails to provide complete, appropriate or correct settlement instructions by the delivery date for an FX Transaction, Bank may terminate such FX Transaction without prior notice to Company.

9. **Payment and Delivery.**

   b. ***Purchase of Foreign Currency.*** If Company purchases Foreign Currency from Bank, Company must deliver the appropriate U.S. Dollar amount (or such other currency as the Parties agree) to Bank in payment for the Foreign Currency identified in the FX Transaction on or before the delivery date specified in the related Confirmation. Company agrees that all funds used by it to purchase Foreign Currency shall be immediately available and collected funds. Company must either wire collected funds to Bank no later than the delivery date or authorize Bank to debit any Deposit

Account of Company's held at Bank for the agreed amount of collected funds on the delivery date (and must have a sufficient available balance in such Deposit Account on such date), which such authorization may be a standing debit authorization.

c. ***Business Online Banking.*** In Business Online Banking, Company understands that the execution to buy Currency occurs immediately once the "Accept Quote" button is clicked by the User of Company and that there will be no second party verification or approval of the trade, due to the real-time nature of trading in the Currency markets.

10. **Right of Setoff.** If an FX Transaction is terminated early for any reason, Bank may (without limiting any of its other rights) set off amounts which Company owes Bank (including any resulting Trading Losses) against amounts which Bank owes to Company, including without limitation, any of Company's cash, Deposit Accounts, or other property Bank holds and notwithstanding that such setoff may give rise to penalties for early withdrawal of funds.

11. **Compliance with Sanctions Laws.** In connection with each FX Transaction, Company agrees to comply with all applicable economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and anti-terrorism laws, including, without limitation, those imposed, enacted, administered or enforced from time to time by:

a. the United States of America, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the U.S. Department of Commerce, or through any existing or future executive order;

b. the United Nations Security Council;

c. the European Union and any of its member states;

d. the United Kingdom; or

e. any other governmental authorities with jurisdiction over Company, and to use all reasonable efforts to assist Bank to do likewise.

12. **Recording of Telephonic Communications.** Company acknowledges that the Communications between Company and Bank with respect to the purchase or sale of Foreign Currency may, to the extent permitted by applicable law, be conducted by telephone. COMPANY ACKNOWLEDGES AND AGREES THAT ANY TELEPHONE CONVERSATIONS RELATED TO ANY FX TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE RECORDED BY BANK, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND COMPANY WILL SO ADVISE AND OBTAIN THE ACKNOWLEDGEMENT AND AGREEMENT OF ALL AUTHORIZED REPRESENTATIVES. Company agrees that any such recordings may be submitted in evidence to any court or in any legal or regulatory proceedings for the purpose of establishing any matters pertinent to this Service Description. Nothing herein shall obligate Bank to record or to retain the recordings of any telephonic communications, or otherwise make such recordings available to Company.

13. **Risk Disclosures.**

a. Exchange Rates fluctuate, at times significantly, and Company acknowledges and accepts all risks that may result from such fluctuations. If Bank assigns an Exchange Rate to Company's FX Transaction, that Exchange Rate will be determined by Bank in its sole discretion based upon such factors as Bank determines relevant, including without limitation, market conditions, Exchange Rates charged by other parties, the amount of Currency that is to be exchanged, the type of transaction, the applicable Foreign Currency or Currencies, Bank's desired rate of return, market risk, credit risk and other market, economic and business factors and the date and time of the exchange, and is subject to change at any time without notice. Company acknowledges that Exchange Rates for commercial transactions are typically less favorable than the Exchange Rates for large interbank transactions, which are published in The Wall Street Journal, or elsewhere. Exchange Rates offered by other dealers or shown at other sources by Bank or other dealers (including online sources) may be different from Bank's Exchange Rates. The Exchange Rate Company is offered may be different from, and likely inferior to, the rate paid by Bank to acquire the underlying Currency. Bank provides all-in pricing for Exchange Rates. The price provided may include profit, fees, costs, charges or other mark ups as determined by Bank in its sole discretion as well as any foreign exchange fee or markup from any foreign exchange servicer that Bank may use. The level of the fee or markup may differ for each customer and may differ for the same customer.

b. The Currency exchange and collection process may take longer than a Funds Transfer that does not involve a Currency conversion, and any such delay may result in losses or gains due to changes in the applicable Exchange Rates.

c. Company acknowledges that FX Transactions are arm's length transactions and do not establish a principal-agent relationship or any other relationship that may create a heightened duty for Bank.

d. Bank does not accept any liability for its Exchange Rates, including without limitation direct, indirect, or consequential loss. Company shall be liable for, and hereby indemnifies, defends and holds Bank harmless from any and all proceedings, losses, damages, liabilities, claims, demands, margin obligations, costs or expenses (including attorneys' fees and costs) incurred by Bank arising from any Currency exchange transaction, and Company shall pay Bank, on demand, any such amounts, together with any interest accrued thereon at a rate equal to Bank's most recently announced prime rate (even if such rate is not the lowest rate offered by Bank) plus five (5) percent, computed based on 365-day year for the actual number of days elapsed from the date on which Bank incurred such losses, damages, costs, margin obligations or expenses, plus any processing expenses and fees. If Company does not immediately reimburse Bank for such amounts, Bank may apply any collateral or reserve as security therefor, exercise set-off rights or, in Bank's sole discretion, treat such amounts as an advance under any credit facility extended by Bank to Company, in any order, combination or manner.

SERVICE DESCRIPTIONS

FUNDS TRANSFERS

1. **Funds Transfer Service.** If Company chooses to originate Funds Transfers, Company may submit Requests to Bank in accordance with the terms and conditions of this Service Description and/or, if the circumstances require, the Funds Transfer Agreement. Subject to the terms of this Service Description, Bank may execute a Request received in the name of the Company, whether such Requests are written, oral, telephonic, or electronic, unless otherwise specifically agreed in writing. Company is responsible for all Requests to the fullest extent provided by law and as set forth in this Service Description. Bank may choose the Funds Transfer mechanism, including but not limited to Fedwire, correspondent bank transfer, or internal transfer, to be used when acting on upon Company's Request.

2. **Related Service Descriptions for Funds Transfers.** If Company will submit Requests using the Business Online Banking, all Requests must be made in accordance with the terms and conditions of the Business Online Banking Description.

3. **Inconsistencies.** If a beneficiary of a Request is identified by both name and account number, Payment may be made by Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a Request by both name and account number, Bank and other financial institutions may rely on the account number even if the name and the account number are not consistent or identify different parties.

4. **Provisional Credit.** When Bank gives Company credit for an incoming Request, it is provisional until Bank receives final settlement for the Request. If Bank does not receive final settlement, Company must return the funds previously credited to the Account to Bank, and the person who sent the Request will not be treated as having paid Company.

5. **Confirmation; Duty to Review and Report.** Bank shall provide confirmation of advice based on the request of the Company (fax or email) and in any case shall include the Funds Transfer as part of the periodic Account statements provided by Bank to Company. Bank reserves the right to charge Company for confirmations. Company agrees to examine the confirmations and monthly Account statements promptly upon receipt or availability, whichever occurs first. Company shall notify Bank immediately and in no event later than fourteen (14) days after receipt or availability, whichever occurs first, of the advice or statement of the existence of any errors, unauthorized transactions or irregularities reflected on the advice or Account statement. Failure to notify Bank within fourteen (14) days shall relieve Bank of responsibility for errors, unauthorized transactions, or irregularities that may arise after the 14th day. Failure to notify Bank within one (1) year shall preclude Company asserting the errors, unauthorized transactions, or irregularities against Bank.

6. **Cutoff Time.** The Cutoff Time applicable to Requests is generally 1:00 p.m. Pacific Time. A Request is considered executed when Bank executes it. If a Request is received after the Cutoff Time or on a day that is not a Business Day, the Request will be processed the next Business Day. If Company submits Requests via an automated transfer (e.g., the Business Online Banking) after the Cutoff Time, Company does not need to re-submit the Request as the Request will be processed the next Business Day, provided the Request has a "scheduled' status.

7. **Subject to Rules and Regulations.** Company acknowledges that any Request executed by Bank will be subject to rules and regulations applicable to Requests, including recordkeeping and information transmittal requirements under federal Bank Secrecy Act and its implementing regulations. Company acknowledges and agrees that Bank may capture and transmit information regarding a Request (including but not limited to, beneficiary's name, address, and beneficiary's account number) as part of the processing of a Request. Company agrees to assist Bank in connection with any requirements imposed on Bank fulfilling Bank's obligations in this regard.

8. **Liability of Company.** Notwithstanding any other allocation of liability in this Agreement, Company shall be liable for any loss or damage resulting from Company's breach of the Agreement or this Service Description or to Company's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Company's current and/or former Authorized Representatives or Administrator(s).

SERVICE DESCRIPTIONS

INTEGRATED PAYABLES

1. **Western Alliance IP Services.** If Company chooses to enroll in WA IP Services, Company can choose to enroll in one or more of the Payment Types Bank makes available to Company as part of WA IP Services. Bank will generate Payments to Company's designated Payees from Company's Settlement Account or Card with Bank. Bank may add, modify, or eliminate Payment Types at any time. Company can also elect to include the Vendor Enrollment Services, discussed below, as an element of WA IP Services, which maximizes Vendor adoption of electronic Payment Types (e.g., convert from check-to-ACH, check-to-VCN or ACH-to-VCN).

2. **Other Service Agreements.** When Company subscribes to WA IP Services, Company acknowledges that individual Payment Types may require Company to enroll in the underlying treasury management service and/or apply and qualify for a Card to use a particular Payment Type and, in such case, shall be, in addition to this Service Description, governed by the terms and conditions of the applicable Service Descriptions in this Agreement and/or the Card Agreement, respectively. In the event of a conflict between terms governing a given Payment Type and this section, the terms governing the applicable Service Description or Card Agreement will control over this Service Description unless expressly provided otherwise herein, but only to the extent necessary to resolve the conflict.

3. **Submission of Payment Requests.** All Payments and Request Files submitted by Company to Bank in connection with WA IP Services must be in the agreed upon format and comply with this section, all Supporting Documents, and Setup Forms.
    a. Company may elect to submit Request Files to Bank via the Payment Portal, by SFTP or both by SFTP or both or by other method or delivery channel designated (e.g., API) by Bank.
        i. *Access and Use of the Payment Portal via BOB.* Company may access the Payment Portal via BOB using the single sign on security authentication process for BOB, Company agrees that it will be responsible for all Payments contained in a Request File, whether or not authorized or accurate, submitted in its name via the Payment Portal via BOB. Company must appoint at least one individual as an Administrator who would be responsible for setting up and configuring Users with the authority to manage and take certain actions on Company's behalf within the WA IP Services.
        ii. *Submission of Request Files via SFTP.* Prior to submitting Request Files to Bank via SFTP, Company agrees to work with Bank (including testing) to develop an agreed upon format by which Request Files can be successfully and securely transmitted to Bank. In order to submit a Request File to Bank via SFTP, Company and Bank must first establish a secure electronic file exchange protocol. After the SFTP transmission channel has been established, the individual submitting the Request File to Bank will be deemed to be authorized as Company has sole control over access and use of its internal systems from which its SFTP Request File transmissions to Bank are originated. Consequently, Company agrees that it will be responsible for the accuracy of all Payment Data contained in a Request File, whether or not authorized or accurate, submitted in its name via SFTP. Company acknowledges that the purpose of security procedures such as those described herein are for verification of authenticity and not to detect an error in the transmission or content of a Payment. Company agrees that it shall be solely responsible for all unauthorized or erroneous Payments submitted in conformity with the applicable security procedures described above.
        iii. *Payments via API Delivery Channel.* As part of the IP Service, Bank may make available to certain customers, APIs, standard or customized integrations or other communication channels for accessing or using the WA IP Services or receiving information, transmitting information, Request Files or Payment instructions related to Company's Accounts.
    b. Company must transmit Request Files to Bank by the Cutoff Time that Bank has established in the Supporting Documents. To the extent a Request File Cutoff Time in Supporting Documents is different from the terms governing the Payment Type, the Cutoff Time established in conjunction with WA IP Services shall control. Company's Payment Data may not be processed, or processing may be delayed, if Company submits its Request File after the Cutoff Time.
    c. If Company wishes to make a change to its Request File (other than adding one or more Payments), including changes in formatting or technical requirements, adding an account for settlement, or changing the Settlement Account for a Payment, Company must first notify Bank in writing of its proposed changes and test the changes with Bank (to Bank's satisfaction, which may include amending all applicable Supporting Documents) before transmitting a Request File containing Payment Data reflecting the changes. Failure to test a Request File format that has been changed prior to submitting the Request File to Bank may result in Company's Payment Data not being processed or the processing being delayed. In the event Bank experiences difficulties receiving or accessing Company's Request Files, the Parties shall cooperate with one another's efforts to access the Payment Data promptly.
    d. Each time Company submits a Request File and upon Bank's successful receipt thereof, Bank will provide Company with a Request File acknowledgment of receipt notice via email to the email address of Company as agreed upon in the Supporting Documents. Company shall be responsible for the Payments contained in a Request File for which Bank has provided an acknowledgement of receipt, even if a Payment in a Request File is in error or a duplicate of a previously submitted Payment or Request File, unless Company notifies Bank of any errors at a time and in a manner which will allow Bank to act upon any such notice prior to processing the Request File. Bank is under no obligation to determine if a Request File or any Payment in a Request File is in error or a duplicate of a previously submitted Request File or Payment. Company agrees that Bank's records of Request Files that Company has submitted for processing will be deemed correct and will control in the event of any dispute regarding a Request File or Payment in a Request File unless Company has provided Bank with notice of an error at a time and in a manner which will allow Bank to act upon any such notice prior to processing the Request File.
    e. While Bank will inspect each Request File received to confirm its format conforms to the requirements in the Supporting Documents and instructions associated with the WA IP Services. Company acknowledges that Bank's inspection will not detect erroneous or missing information or unauthorized Payments.

4. **Processing of Request Files.** For all conforming Payment Data included in a Request File that Company transmits to Bank, depending on the Payment Type selected, Bank will process a Payment on behalf of and in the name of Company, by either printing and disbursing a check in U.S. dollars (Check Print & Mail), or by creating and transmitting an ACH entry, Funds Transfer (U.S. Dollars only) or VCN transaction. If Company fails to include in its Payment Data specific Payment Type instructions, (i.e., to process the Payment as a check, ACH entry, wire transfer or VCN payment) Bank will process the Payment in accordance with Company's default Payment Type as agreed upon between Bank and Company during the WA IP Service implementation process. Company acknowledges that making Payments via ACH, wire transfer and VCN will result in different obligations and liabilities for Company than with regard to the legal and regulatory environment for Payments made by check.

SERVICE DESCRIPTIONS

5. **Use Limitations.** Company represents and warrants to Bank that Company: (a) will access and use the WA IP Service solely to conduct Company's business; and (b) will limit access to the WA IP Service to those Company employees and agents who require access to perform their jobs. Company is responsible for providing instructions to Bank, other financial institutions and any third party who will input account information into the WA IP Service or process orders or instructions. Any orders, instructions or other communications received by Bank via the WA IP Service, using the Security Procedures applicable to the WA IP Service, will be deemed by Bank as received from Company.

6. **Authorization to Store, Process, Transmit and Make Available.** Company authorizes Bank to act as its agent for the Payment Type(s) Company initiates using the WA IP Service. Bank is authorized to store, process, transmit and make available through Bank's agencies and systems, third party financial institutions and providers, information regarding accounts and transactions designated by Company in connection with the WA IP Service.

7. **Payment Types.**
   a. ***Check Print.*** Check Print enables Company to outsource their Check/advice printing and mailing to Bank for processing. If Company elects to have a Payment made by Check, each Check will be printed and distributed based on the instructions outlined in the applicable Request File and in accordance with Company's standing Check issuance instructions with Bank, including the associated format specifications for each Check, which Bank will establish with Company in accordance with the WA IP Service Supporting Documents. Company will also be solely responsible for ensuring each Payment it wishes to be made by Check complies with the terms and conditions of the Deposit Account Agreement and Disclosure. Company acknowledges that it can only instruct Bank to create checks drawn on a Settlement Account. **(i)** Bank shall have no responsibility for any checks once delivered by Bank to the United States Postal Service or a courier for further delivery to a Payee. Company assumes all risks associated with delays caused by complications arising in the receipt by a Payee of a Payment due to delays in postal services or courier services, except when such delays are caused by Bank's failure to provide the checks to the United States Postal Service or a courier by the appropriate delivery time, provided however, Company submitted the Payment Data for such Payments to Bank in a timely manner and in accordance with this Service Description.**(ii)** If Company elects to receive full Check Print functionality, while not required, in order to help reduce the risk of fraud, Bank may automatically enroll Company in Bank's Positive Pay Service
   b. ***Payment by ACH.*** If Company elects to have a Payment made by ACH, Company will be the Originator (or third-party service provider for the Originator) of the Entry, that Bank creates from Company's Payment Data, regardless of the method by which Company's Request File is transmitted to Bank. In order to submit instructions to Bank to initiate Entries, Company must have subscribed to Bank's ACH Origination Service. Each Entry created in accordance with Company's Payment Data will be settled to the Accounts designated by Company. Except as otherwise provided in this Service Description, the terms, and conditions of the ACH Origination Service Description will govern each Payment that Bank creates, formats, and transmits to settle through the WA IP Services as an Entry, including without limitation, those relating to exposure limits and delays or suspension of processing.
   c. ***Payment by Funds Transfers.*** If Company elects to have a Payment made by Funds Transfers, Company will be the sender of the Request that Bank creates from Company's Payment Data, regardless of the method by which Company's Request File is transmitted to Bank. In order to submit instructions to Bank to initiate Funds Transfers, Company must have subscribed to Bank's Funds Transfers. Each Funds Transfer created in accordance with Company's Payment Data will be settled to the Account designated by Company. Except as otherwise provided in this Service Description, the terms and conditions governing the Funds Transfer (Wire) Service as contained in this Agreement will govern each Payment that Bank creates, formats, and transmits to settle through the WA IP Services as a Funds Transfer, including without limitation, those relating to exposure limits and delays or suspension of processing.
   d. ***Payment by Virtual Card Number.*** If Company elects to have a Payment made by means of a VCN, Company will be the Cardholder in the Card Agreement for purposes of the VCN that Bank creates based on Company's Payment Data, regardless of the method by which Company's Request File is transmitted to Bank. In order to submit instructions to Bank to initiate Payments via VCN, Company must have submitted and had accepted by Bank a Card enrollment form or application. Each VCN created to settle a transaction in accordance with Company's Payment Data will be settled to the applicable Cardholder Account. Except as otherwise provided in this Service Description, the terms and conditions of the Card Agreement will govern each Payment that Bank creates, formats, and transmits to settle through the WA IP Services as a VCN transaction.

8. **Cancellation of Instructions; Error Detection.** Bank has no obligation to honor or process any request to cancel the processing of any of Company's Payments, to amend any Payment Data, to pull from disbursement a check printed, or cancel any Entry, Funds Transfer, or VCN transaction created in accordance with Company's Request File and WA IP Services profile. Bank is not liable if it is unable to honor Company's request to cancel the processing of a Request File or a Payment in a Request File or to pull a printed Check prior to disbursement. Company agrees to reimburse Bank for any expenses Bank may incur in attempting to honor any such requests. Bank has no obligation to discover and shall not be liable to Company for errors made by Company including but not limited to errors made in identifying the Payee or for errors in the amount of any Payment. Bank shall likewise have no duty to discover and shall not be liable for duplicate Payments issued by Company. Notwithstanding the foregoing, if Company discovers that a Payment Company has initiated was in error, Company shall notify Bank of such error and Bank will use reasonable efforts to stop or reverse the Payment.

9. **Limitation of Liability.** Notwithstanding anything in the General Terms and Conditions of the Agreement to the contrary, in addition to the limitations of liability set forth in the Agreement, Company agrees that neither Bank nor its service providers will be liable for any loss or damage arising, directly or indirectly, in whole or in part, from any delay, cancellation, failure or improper payment made through the WA IP Services.

10. **Indemnification.** In addition to its other indemnification obligations in the Agreement, Company agrees to indemnify and hold Bank and its WA IP Services vendors harmless from any and all Losses and Liabilities incurred directly or indirectly by Bank from any claims, demands or causes of action by any of Company's merchants, suppliers or other third party directing or receiving any payments, including, but not limited, to claims, demands or causes of action that it was improper or unlawful for Bank to place a stop payment on, or otherwise refuse payment on, any Check issued under the WA IP Service or a wrongful dishonor for refusal to cash such Check at the direction of Company or pursuant to these WA IP Service Terms, or a third party supplier or merchant's refusal to accept payment through the IP Service.

11. **Vendor Enrollment Services.** Company can elect to participate in the Vendor Enrollment Service by choosing the vendor enrollment option during the implementation process. If Company elects to participate in the Vendor Enrollment Service, Company acknowledges that its participation in the program will require Company to work with Bank to publicize and market the program to all of Company's Vendors. The Vendor Enrollment Service marketing activities may include the creation of various forms of Vendor Enrollment Service campaign communications, such as campaign letters, a campaign landing page for Company's website, and design of email communications and Vendor calling programs. By participating in the Vendor Enrollment Service, Company represents to Bank that it has the authority to provide the relevant Vendors' contact information to Bank and authorizes Bank or its service provider to contact Vendors in conjunction with the Vendor Enrollment Services

SERVICE DESCRIPTIONS

LOCKBOX

1. **Lockbox Service.** If Company uses Bank's Lockbox Service, Company shall direct its customers to mail their payments in the form of Checks to the Lockbox, or in the case of Virtual Lockbox, to the Company for electronic transmission to the Lockbox. In either case, the deposits shall be directed to the Lockbox Account. Bank will have unrestricted and exclusive access to the mail directed to the Lockbox.

2. **Commencement of Lockbox Service.** The Lockbox Service will start on the date separately agreed to by the Parties if the following events have occurred prior to such date: (a) Bank has established a Lockbox with the number and at the address specified by Bank to Company; (b) Company maintains one or more Deposit Accounts in good standing with Bank; (c) Company has designated in writing the names of Acceptable Payees; (d) Company has completed all Setup Forms applicable to the Lockbox Service, including but not limited to the procedures for handling returned Checks and restrictive notations on Checks, and the processing options selected by Company for the Lockbox Service; and (e) Company has provided to Bank such other information and documents as Bank requests to enable Bank to commence and operate the Lockbox for Company and to enable Bank to comply with its other obligations under this Service Description.

3. **Lockbox Processing.**
   - **a.** On each Business Day, Bank will pick up at and transport from the Lockbox to the processing site or sites the Checks or any other mail addressed to the Lockbox. The following Lockbox Service will be performed by Bank: **(i)** Open the envelopes picked up from the Lockbox and remove the contents; **(ii)** Inspect all Checks received for acceptability based, including but not limited to for Acceptable Payees, on the Setup Forms completed by Company; **(iii)** Prepare all acceptable Checks and their associated paperwork for further processing; **(iv)** Capture an image of each Check with its Remittance Materials (if applicable) before it is deposited and make available a secured web site for displaying the images; **(v)** Prepare and process daily deposits to the Lockbox Account; **(vi)** Process deposits according to agreed-upon processing instructions; and **(vii)** Shred all Remittance Materials as described on the Setup Forms and in accordance with Bank's document retention policy.
   - **b.** If Bank receives any mail containing Company's Lockbox number at Bank's operations locations (instead of the Lockbox), Bank may in its sole discretion handle the mail as if it had been received at the Lockbox. Bank will process a Check only if it is made payable to an Acceptable Payee and if the Check is otherwise processable as provided in the Setup Forms.
   - **c.** Bank may treat as an Acceptable Payee any variation of any Acceptable Payee's name that Bank deems to be reasonable. Bank shall provide Company prior notice of any proposed change in the location or address of the Lockbox. If any Payee on the list of Acceptable Payees delivered to Bank pursuant to the Setup Forms is a legal entity other than Company, Company represents and warrants to Bank that Company has the proper authorization from such Payee **(i)** to have such Check indorsed for deposit, and deposited, into the applicable account, and **(ii)** for Bank to perform the Lockbox Service pursuant to this Service Description for such Acceptable Payee.

4. **Exception Handling.** Company may choose additional Exception handling options within the Lockbox Service. Some options are listed below:
   - **a.** ***Reference File Processing.*** Company may choose to send a reference file that could contain customer account and invoice information. Incoming Payments are matched against the file for validation.
   - **b.** ***Positive/Stop File Processing.*** Company may send positive or stop file to indicate whether Payments for the accounts listed should be accepted or identified as an Exception.
   - **c.** ***Client Decisioning.*** Company may choose to have exceptions presented through Lockbox Online, where Company can correct or reject those items in question.

5. **Lockbox Online Administrators.**
   - **a.** To use Lockbox Online in conjunction with the Lockbox Service, Company must appoint at least two (2) individuals to act as Administrators with the authority to determine who will be authorized to use the Lockbox Online on Company's behalf. The Administrators will be able to, among other things, designate Users, establish User rights and/or limits, and remove existing Users. The Administrators will also determine what Lockbox Online functionality will be available to Users, when to change passwords, and any limitations on the use of the Lockbox Service by individual Users.
   - **b.** Company is solely responsible for the appointment and administration of the Administrators. Bank does not control or oversee the Administrator function after the initial setup of the Profile.
   - **c.** Company agrees to all actions taken by the Administrators, or any User designated or authorized by the Administrator(s), and all such persons are Company's agents for purposes of use of Lockbox Online, each authorized to act individually or in concert. The fact that Bank is, or may be made aware of, or could have discovered, any limitation on access to Lockbox Online does not make Bank obligated to enforce or attempt to enforce any limitation.
   - **d.** Company understands that the Administrators and each User may use Lockbox Online without regard to any restrictions otherwise applicable to an Account and/or regardless of whether each are also authorized signers on the applicable Account's signature card.

6. **Consolidated Receivables.** Company may choose to have Bank capture payments from other payment channels through the Lockbox and report through Lockbox Online. Those payment channels may include: **(i)** Funds Transfers; **(ii)** ACH; **(iii)** eZePay; and/or **(iv)** Other payment channels as made available by Bank.

7. **Card Processing.** In order for Company to accept Card payments through the Lockbox, Company will be required to meet certain requirements and additional costs may apply. The following is applicable in relation to accepting Card payments via Lockbox:
   - **a.** Company must establish a merchant services account with Bank's merchant processor and Company's use of Lockbox Online will be subject to the relevant terms and conditions of such processor;
   - **b.** Company will provide Bank with samples and evidence of where a Card number may be written on Company's customer bills or Remittance Materials;
   - **c.** Bank will use commercially reasonable efforts to locate Card numbers on the documents mailed into the Lockbox; however, look for such documents to validate if Card numbers are located in the designated area; and
   - **d.** Bank will: **(i)** Separate Card payments into separate batch; **(ii)** Process Card payments through a virtual terminal/API call; **(iii)** Omit Card payment information from scanned Remittance Materials prior to storing in archive; and **(iv)** Settle merchant transactions at end of each Business Day with the merchant processor and include relevant information in Company's daily Lockbox reporting.

SERVICE DESCRIPTIONS

8. **Virtual Lockbox.**
   - **a.** Company may use Virtual Lockbox as a standalone Service or in conjunction with a traditional Lockbox. All images scanned via Virtual Lockbox will be stored in the Lockbox archive accessible in Lockbox Online. Company will have ability to data capture certain information at time of scan. All reporting will be addressed within Lockbox Online.
   - **b.** In addition to the traditional Lockbox requirements, use of Virtual Lockbox requires Company to: **(i)** Train its own employees on the use of Virtual Lockbox and provide evidence thereof to Bank upon request; and **(ii)** Maintain appropriate internal business controls, including, but not limited to, the following: (1) Established and documented procedures related to the recording of receipts, preparation of and reconciliation of deposits; (2) Segregation of duties in the recording and processing of deposited Checks; and (3) Timely reconciliation of Bank statements. At Bank's request, Company shall provide evidence of the foregoing controls and copies of the relevant portions of audit reports testing such controls.
   - **c.** Company shall use Equipment consistent with the Bank's requirements as provided in the Supporting Documents and shall not take any actions to deploy or incorporate Equipment in any way not intended for it without Bank's prior written approval. Company will ensure that the Equipment for Virtual Lockbox is clean and operating properly.
   - **d.** Unless Company has obtained prior written approval from Bank, Company will not attempt to scan and transmit to Bank any Check which is drawn on a deposit account of Company held at a financial institution other than Bank, or a deposit account of any business entity of which Company is not a principal, officer or authorized signer held at Bank and subject to the restrictions contained in this Service Description. Company will only use Virtual Lockbox for its own purposes or that of a Related Company (if approved by Bank) and in accordance with this Service Description. In the event Bank has approved Company to use Virtual Lockbox in relation to Related Companies, Company acknowledges and agrees that all such Related Companies shall have common ownership to Company and Company agrees accept the increased business risk and warrants that Checks will be deposited into the Lockbox Account owned by the same Payee.
   - **e.** Company will not attempt to scan and transmit to Bank any previously truncated and reconverted Substitute Check or submit any duplicate Electronic Images to Bank. Company shall not deposit to Company's Lockbox Account or otherwise negotiate any original Check from which Company has previously created and submitted to Bank as an Electronic File, unless Bank has notified Company that the Electronic Image is an Exception Check. Any previously truncated Check or Substitute Check must be physically deposited with Bank at one of the Bank's deposit-taking locations. Notwithstanding the foregoing, Bank may redeposit any returned Substitute Check or Electronic Image consistent with the terms of the Account Agreement.
   - **f.** Company will **(i)** ensure that Checks are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Checks, **(ii)** handle, process, maintain and destroy original Checks as set forth in Section 9(j) below and in the Supporting Documents, and **(iii)** ensure that no financial institution (depositary, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Check more than once in any form.
   - **g.** Company will use Virtual Lockbox, including the entering, processing, and transmittal of Electronic Images, in accordance with the Supporting Documents. In addition, Company will provide, at its own expense, a broadband Internet connection, such as via DSL or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including but not limited to a compatible web browser, and other Equipment, Software and supplies required to use Virtual Lockbox, all of which must satisfy any minimum requirements set forth in the Supporting Documents or as otherwise may be acceptable to Bank. Company will provide or obtain from another party selected by Company at Company's expense, support and maintenance of such Internet connection and all other computer hardware, software, and Equipment required to use Virtual Lockbox, including without limitation troubleshooting Internet connectivity issues with Company's Internet service provider.
   - **h.** Company shall be responsible for verifying Bank's receipt of Company's transmission(s) by verifying that deposits have been posted to the appropriate Lockbox Accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank.
   - **i.** Company shall be responsible for installing and implementing any changes and upgrades to Virtual Lockbox as required by the Bank within five (5) Business Days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of Virtual Lockbox.
   - **j.** Company will retain each original Check in accordance with the Supporting Documents. If not directed otherwise by the Bank, Company will store original Checks in a safe and secure environment for such time as Company deems necessary and advisable for a period of minimum of ten (10) Business Days and a maximum of sixty (60) days after such Check has been digitized and processed. Company shall take appropriate security measures to ensure that: **(i)** only authorized personnel shall have access to original Checks; and **(ii)** that the information contained on such original Checks or on any corresponding Electronic Images are not disclosed to third parties. Company will promptly (but in any event within five (5) Business Days) provide any retained original Check (or, if the original Check is no longer in existence, a sufficient copy of the front and back of the original Check) to Bank as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Check or as Bank otherwise deems necessary. Company will use a commercially reasonable method, or as otherwise directed by Bank to destroy original Checks and Electronic Files after Company's retention period has expired.

9. **Deposits.** Company authorizes Bank to endorse Checks received through the Lockbox, and to deposit them into Company's Lockbox Account. Bank will credit the Lockbox Account with funds no later than the next Business Day, subject to Bank's funds availability policy as described in the Account Agreements. Lockbox deposits credited to Company's Lockbox Account will be reflected on Company's periodic statement issued by Bank with respect to the Lockbox Account pursuant to the Account Agreement. If Cash is sent to the Lockbox with any Remittance Materials, the Cash will be processed as a deposit. Notwithstanding the foregoing, Company expressly acknowledges that the Lockbox may not be used to facilitate Cash deposits and Company assumes all risk of loss associated with Cash deposits made through the Lockbox.

10. **Returned Checks.** If any of the Checks (or Electronic Image of the same) are returned unpaid for any reason, Bank may charge any one of Company's Deposit Accounts for the returned Checks plus applicable handling fees, without regard to whether the institution on which the Checks were drawn effected a timely return before its midnight deadline. Bank may, but is not obligated to, supply an endorsement (utilizing Bank's endorsement stamp) on all items on behalf of Company.

11. **Reporting and File Handling.**
   - **a.** ***Standard Reports and Files.*** As part of the Lockbox Service, Bank will provide Company with a set of standard reports and files. All reports will be delivered through Lockbox Online. Reports will be viewable and downloadable in various formats. Standard reports include: **(i)** Batch Summary Report; **(ii)** Batch Detail Report; **(iii)** Deposit Detail Report; **(iv)** PDF file of all images scanned; and **(v)** Standard AR file in CSV and pipe delimited formats.
   - **b.** ***Custom Reporting.*** Company may request a custom format or alternate delivery of reports and files; however, additional fees or charges may apply. The following report formats and/or files are considered custom, and fees apply: **(i)** SFTP files and reports delivered via SFTP; and **(ii)** Any other specific custom reports requested by Company.

SERVICE DESCRIPTIONS

12. **Company Responsibilities.** Notwithstanding its obligations elsewhere in the Agreement, Company's responsibilities under this Service Description include, but are not limited to, each of the following:
    - **a.** If Company requires electronic data capture of information on Remittance Materials, then Company agrees to encode such Remittance Materials in accordance with this Service Description and Supporting Documents.
    - **b.** Company authorizes Bank to create ledger suspense entries, deposit corrections, or other such entries to balance transactions as may be necessary for the efficient processing of the Checks captured through Lockbox.
    - **c.** Company will notify Bank in writing of any modification, addition, or deletion to the list of Acceptable Payees for the Checks to be received through the Lockbox. Bank will not be obligated to implement any changes until Bank has actually received the change and had a reasonable opportunity to act upon the change. All changes are subject to Bank's rights to reject any addition, deletion, or modification to the list of Acceptable Payees.

13. **Funds Availability.**
    - **a.** Funds deposited in connection with this Service Description are subject to Bank's funds availability policy as disclosed in the Account Agreement. For the purpose of application of Bank's funds availability policy and Regulation CC, funds deposited to the Lockbox are considered deposited on the day on which the deposit is removed from the Lockbox and is available for processing by Bank. If Bank uses a correspondent financial institution to process payments, deposits to a Lockbox Account: (a) may be delayed by one (1) Banking Day; (b) may be affected by local bank holidays applicable to the correspondent financial institution; and (c) the availability may depend on the availability of the correspondent institution and any required Third-Party Service Provider or Funds Transfer system.
    - **b.** For Virtual Lockbox, Company agrees it will only submit Checks for processing to Bank that meet the definition of Check.
    - **c.** Company will not scan and/or transmit for processing any: Checks payable to third-parties or in any way not payable solely to Company; demand drafts or Remote Checks as defined by the Code and Regulation CC, respectively; Checks that are stale dated by six (6) months or more or post-dated; savings bonds; Substitute Checks; images of Checks that do not meet the ANSI X9.37 standards for image quality as required by Regulation CC or other standards established or required by Bank or applicable law; Checks that have been returned unpaid for any reason; or any Check that exceeds Company's transaction limitations as may be established by Bank from time to time.

14. **Collections.** Unless otherwise agreed, while Company uses the Lockbox Service, all funds held in the Lockbox Account shall be deemed to be Company's funds for all purposes, including adjustment, attachment, set-off, security interests, execution, garnishment and/or other forms of legal process. The crediting and collection of Checks will be handled under the same agreement as applied to other commercial deposits. Remittance Materials shall be provided to Company as agreed to by Bank in the Setup Forms.

15. **Reconcilement.** Except as otherwise specified in the Setup Forms, Bank will not reconcile the Checks, Cash or other Remittance Materials contained in the envelopes with invoices, remittance statements, or any other documents or papers also contained in the envelopes.

16. **Protected Health Information.** Except with prior notice to and written approval by Bank and a definitive written agreement entered into by and between the Bank and Company, Company shall ensure that protected health information (as that term is defined by HIPAA) is not provided to Bank and that the provision of Lockbox Services does not result in Bank being deemed a "business associate" or otherwise subject the Bank or its handling of protected health information to HIPAA, or under any other medical privacy and securities laws, rules or regulations. Company shall provide to Bank such assistance as Bank may request should Bank's provision of the Lockbox Service subject Bank to any compliance obligations under HIPPA or otherwise under any medical privacy or security laws, rules or regulations.

17. **Statement; Notice of Discrepancy.** Company agrees to notify Bank: **(a)** no later than ten (10) days after Company receives or is provided access to an advice of deposit, or Electronic Image summary, if there is any error in such advice, and **(b)** no later than fifteen (15) days after Company receives, or is provided access to, a periodic statement on the Lockbox Account if such statement contains an error or fails to show a deposit that should have been made during the time period covered by such statement. If Company fails so to do, then Company shall be precluded from asserting such error or failure, and the advice or statement shall be deemed to be accurate as to any claims by Company (but shall not preclude later adjustment by Bank).

18. **Termination.** Company has the right to terminate the Lockbox Service, with or without cause, upon providing no less than sixty (60) days' written notice to Bank. Should Company terminate the Lockbox Service without prior notice, Company will owe Bank two (2) times the minimum monthly fees as reflected in Bank's then current Lockbox schedule. Upon termination of the Lockbox Service, **(a)** Bank will close the applicable Lockbox, and **(b)** Bank will dispose of any mail addressed to the Lockbox according to written instructions provided by the Company for a period of three (3) months after the termination date, unless otherwise arranged and/or agreed to in writing by Company and Bank. Lockbox Service fees with respect to such disposition will be based on Bank's estimate and prepaid directly to Bank at the time of such termination by a Check made payable to Bank.

SERVICE DESCRIPTIONS

MULTI-CURRENCY ACCOUNT

1. **Multi-Currency Account.** Bank offers Multi-Currency Services to business customers with incoming and outgoing payment flows in the same Supported Currency. If Company decides to use the Multi-Currency Services, Company agrees to be bound by the terms and conditions of this Service Description.

2. **Related Service Description for Business Online Banking.** Multi-Currency Services are only available through Business Online Banking and subject to the terms and conditions in the Agreement (including the terms and conditions regarding Security Procedures in the General Terms and Conditions) and the Business Online Banking Service Description.

3. **Multi-Currency Account.** At Company's request, and in accordance with the terms and conditions of this Service Description, Bank will establish one or more Multi-Currency Accounts in which Company can make deposits and withdrawals and receive and make Funds Transfers in Supported Currencies. All Multi-Currency Account opening requests require establishment or maintenance of an Account and are subject to Bank approval, in Bank's sole and absolute discretion. Each Multi-Currency Account is limited to a single Supported Currency; therefore, Company will be required to establish a separate Multi-Currency Account for each Supported Currency it desires to use in its payment flows. Company can use Business Online Banking to monitor and review balances and initiate Funds Transfers in each Multi-Currency Account.

4. **Deposits and Withdrawals.** Deposits to and withdrawals from Multi-Currency Accounts may be initiated by Company or third parties in accordance with this Section.
    a. ***General Terms.***
        i. All deposits to or transfers from Multi-Currency Accounts shall be made via Supported Currency Funds Transfers submitted through Business Online Banking.
        ii. Company is solely responsible for providing accurate and complete information for all Supported Currency Funds Transfers to or from Multi-Currency Account in accordance with this Service Description, the General Terms and Conditions of the Agreement, and the Funds Transfer Service Description.
        iii. Deposits made to Multi-Currency Accounts will become available for withdrawal or for other use by Company as governed by applicable law, clearing house or payment system rules and regulations, and pursuant to Bank's funds availability policy, notwithstanding the issuance of a confirmation or receipt, or the posting of the item to the Multi-Currency Account.
    b. ***Company-Initiated Supported Currency Funds Transfers.*** Company may initiate Supported Currency Funds Transfers **(i)** to a Multi-Currency Account from another Account owned by Company, including other Multi-Currency Accounts, or **(ii)** from a Multi-Currency Account. When the source or destination account, as the case may be, is denominated in a different Currency than the Supported Currency of the destination Multi-Currency Account, the source Currency will be exchanged, between Company and Bank on a spot basis in accordance with Section 5 of this Service Description, for the appropriate Supported Currency. The proceeds of the Currency exchange will be deposited to the destination Multi-Currency Account. All Company-initiated, Supported Currency Funds Transfers, including all required Company approvals, must be received by Bank prior to Bank's Cutoff Time for FX Funds Transfers.
    c. ***Third Party Deposits.*** Third parties may make deposits in a Supported Currency to a Multi-Currency Account via Funds Transfer through Bank's specified correspondent bank for further credit to a Multi-Currency Account. Company agrees to provide Bank with advance notice of the amount of the deposit as well as the name of the foreign bank originating the Funds Transfer. Company is solely responsible for ensuring that the instructions given to the relevant third party or the originating foreign bank for the Funds Transfer correctly identifies Bank's specified correspondent bank, Bank's account number at the specified correspondent bank, and includes Company's name and Multi-Currency Account number as the ultimate beneficiary. Bank shall bear no responsibility for delays caused by Company's or the relevant third party's failure to provide the requisite information to the originating foreign bank.
    d. ***Cutoff Time.*** In accordance with Section 8 of the Funds Transfer Service Description and Bank's funds availability policy, deposits to Multi-Currency Account(s) will be credited as of the same Business Day received, if received prior to the Cutoff Time for Fund Transfers, specifically international and/or FX Funds Transfers. Deposits and withdrawals that are received after the Cutoff Time on any given Business Day will be credited or debited to Multi-Currency Accounts as of the next Business Day.

5. **Exchange Rate.**
    a. If Company requests a Funds Transfer that requires the purchase or sale of a Supported Currency, Bank will transfer, or may instruct its correspondent bank to transfer, the Funds Transfer in the target Supported Currency selected by Company at an Exchange Rate chosen by Bank or its correspondent bank, as applicable. If such Funds Transfer is returned for any reason and Company requests reconversion of the same, Company acknowledges and agrees that the Exchange Rate for reconversion may differ from that used by Bank or its correspondent bank, as applicable, to process the initial Funds Transfer.
    b. The exchange rates chosen by Bank, or its correspondent banks are based upon market conditions and other factors existing at the date and time of each exchange, including Exchange Rates charged by other parties, the amount of the transaction, the applicable Supported Currency, the desired rates of return, market risk and credit risk, and the date and time of the exchange. Company acknowledges that Exchange Rates for commercial transactions are typically less favorable than the exchange rates for large interbank transactions, as reported in The Wall Street Journal or elsewhere. A Funds Transfer that requires an exchange and collection of Foreign Currency may take longer than a Funds Transfer that does not necessitate or involve a Currency conversion, and any such delay may result in losses or gains due to changes in the applicable Exchange Rates.

6. **Confirmations.** Bank will provide Company with an electronic confirmation of each deposit to and/or withdrawal from each Multi-Currency Account via an Alert, secure email or other electronic method mutually agreed upon by Company and Bank, as described further in the General Terms and Conditions. The confirmation will reflect the actual settlement date (i.e., date of deposit at or withdrawal from Bank), adjusted for any bank holidays, and the applicable exchange rate, if any. There is no exchange of Currencies arising out of, or any exchange rate associated with deposits to or withdrawals from a Multi-Currency Account in the Supported Currency of said account.

7. **Provisional Credit.** Company acknowledges and agrees that all deposits credited to Multi-Currency Accounts are provisional until Bank receives final settlement for the Funds Transfer. If Bank does not receive final settlement, Bank may revoke any provisional credit previously given and charge back the Multi-Currency Account. Bank may in its sole discretion refuse to credit Company's Multi-Currency Account or allow Company to make a withdrawal until final settlement is received.

SERVICE DESCRIPTIONS

8. **Fees.** Company agrees to pay all fees charged for use of Multi-Currency Services and Funds Transfers, in addition to fees Bank generally charges to Deposit Accounts. Fees will be charged by Bank, in accordance with the most recent Fee Schedule, in U.S. Dollars to the Primary Account without notice to Company. In addition, Company agrees to pay all fees that may be charged by any of the parties to a deposit or withdrawal from the Multi-Currency Account, including without limitation any correspondent bank fees or charges. Bank shall not be liable for any loss or damage to Company that arises from Bank's dishonoring any items because of insufficient funds in Company's Primary Account or other Linked Accounts resulting from the charging of these fees.

9. **Liability.** Company shall be liable for any loss or damage arising out of or resulting from Company's breach of the Agreement or this Service Description; Company's negligence; or unauthorized, fraudulent, or dishonest acts by Company's current and/or former Authorized Representatives or Users. In addition to any other limitation on liability in the Agreement, Company agrees that Bank is not liable or for any action or inaction it takes, or for any losses or damages arising out of or resulting from such action or inaction, in connection with any Communication, regardless of form, it receives from Company's Authorized Representative(s) or User(s), or from persons Bank believed in good faith were authorized by Company to instruct Bank with respect to Multi-Currency Account.

10. **FDIC Insurance.**
    a. As a U.S.-based, deposit account, Multi-Currency Accounts are FDIC-insured up to applicable limits. **However, this does NOT mean that Company's principal is protected against loss due to fluctuations in Supported Currency values.** Company's funds will fluctuate in value based on fluctuations in the value of the Supported Currency. FDIC insurance coverage is provided as governed by the FDIC's deposit insurance regulations (12 CFR Part 330).
    b. Due to the nature and volatility of the FX markets, the values of Supported Currencies are subject to potentially wide fluctuations against the U.S. Dollar. The amount of FDIC deposit insurance available to Multi-Currency Accounts will be determined and paid in the U.S. Dollar equivalent of the Supported Currency, as the value of such Currency is determined by the FDIC under its regulations, on Bank's date of default.

11. **Hours of Availability.** Multi-Currency Services are available to Company seven (7) days per week, 24 hours per day except for circumstances as described in the Agreement or applicable Service Descriptions. Settlement services for deposits to and withdrawals from a Multi-Currency Account will only be available during Business Days. Company may not be permitted to deposit or withdraw Supported Currencies, or Funds Transfers may be delayed, if such Request occurs outside of normal business hours in the jurisdiction issuing the relevant Supported Currency or on days, including Saturdays, Sundays and legal holidays, on which banks in the country of the relevant Supported Currency are required or permitted to be closed.

12. **Interest.** No interest will be earned on balances of Supported Currencies held in Multi-Currency Accounts. However, discretionary fees may apply if there is a negative interest rate.

13. **Limits on Funds Transfers.** Company may request certain domestic (U.S. Dollar) or international (U.S. and non-U.S. Dollar) Funds Transfer limits on the applicable Setup Form. However, daily aggregate Funds Transfers from Multi-Currency Account(s) may be limited at Bank's sole discretion.

14. **Termination.** Bank, in its sole discretion, may terminate the offering of any or all Multi-Currency Services, including but not limited to closure of one or more Multi-Currency Accounts, to Company upon notice to Company at any time without liability to Bank. Company may terminate its use of Multi-Currency Services upon prior written notice to Bank. If Company or Bank terminates the Multi-Currency Account or Bank ceases to offer Multi-Currency Services, Bank may, at its discretion, convert any balances held in a Supported Currency into U.S. Dollars at the then-prevailing exchange rate as determined by Bank and credit the U.S. Dollar equivalent on the next Business Day to the Primary Account or a Linked Account, unless Company and Bank agree in writing to a different arrangement.

15. **Risks Involved in Maintaining a Multi-Currency Account.** The Exchange Rates of Foreign Currencies are significantly affected by economic and political events as well as military and governmental actions. These risks include but are not limited to exchange rate risk, liquidity risk, price risk, credit risk, sovereign risk, execution risk, and market disruptions.
    a. ***Exchange Rate Risk.*** Multi-Currency Accounts are subject to Exchange Rate risk that may materially affect the reported U.S. Dollar value of the Supported Currency held in a Multi-Currency Account, **even if the Supported Currency is not actually converted into U.S. Dollars.** Foreign Currency exchange rates vary over time and may vary considerably during the term a Multi-Currency Account is open. Consequently, Supported Currencies may have significant price movements, even within the same day, and may lose value against other Currencies; in particular, a Multi-Currency Account may lose value as measured in U.S. Dollars. Changes in FX Exchange Rates result over time from the interaction of many factors directly or indirectly affecting economic and political conditions in the Foreign Currency's country, other relevant countries, and the United States, including economic and political developments in other countries. Of particular importance to potential Exchange Rate risk are: **(i)** existing and expected rates of inflation; **(ii)** existing and expected interest rate levels; **(iii)** the balance of payments in the Foreign Currency's country and the United States and between each country and its major trading partners; and **(iv)** the extent of government surplus or deficit in the Foreign Currency's countries and the United States. All of these factors are, in turn, sensitive to the monetary, fiscal and trade policies pursued by the Foreign Currency's country and the United States and other countries important to international trade and finance. Relevant information relating to these conditions may not be as well-known or as rapidly or thoroughly reported in the United States as United States developments are reported in the United States.
    b. ***Liquidity Risk.*** The liquidity, trading value, and amounts payable in connection with Multi-Currency Accounts could be affected by the actions of the governments of the originating nations of the Supported Currencies. Foreign Currency Exchange Rates can be either fixed by sovereign governments or floating. Foreign Currency Exchange Rates of most economically developed nations are permitted to fluctuate in value relative to the U.S. Dollar. However, governments do not always allow their currencies to float freely in response to economic forces. Governments use a variety of techniques, such as intervention by their central bank or imposition of regulatory controls or taxes, to affect the trading value of their respective Currencies. They may also issue a new Currency to replace an existing Currency or alter the exchange rate or relative exchange characteristics by devaluation or revaluation of a Currency. Thus, a special risk in opening a Multi-Currency Account to engage in Foreign Currency or FX Transactions in a Supported Currency is that the liquidity, trading value and amounts payable in connection with that Supported Currency could be affected by the actions of sovereign governments which could change or interfere with theretofore freely determined Currency valuation, fluctuations in response to other market forces and the movements of Currencies across borders. There will be no adjustment or change in the terms of a Multi-Currency Account in the event that exchange rates should become fixed, or in the event of any devaluation or revaluation or imposition of exchange or other regulatory controls or taxes, or in the event of the issuance of a replacement Currency, or in the event of other developments affecting the Supported Currency, U.S. Dollars, or any other Currency.

c. ***Price Risk.*** The value of Supported Currencies is subject to the risks of unpredictable and sometimes dramatic market fluctuations which may result in Company's deposits in a Multi-Currency Account being reduced in value compared to other Currencies. A decline in a Supported Currency's Exchange Rate relative to other Currencies may reduce Company's earnings or may reduce the U.S. Dollar equivalent of the principal amount deposited in a Multi-Currency Account.

d. ***Credit Risk.*** Credit risk arises from uncertainty over counterparty's ability to meet its obligations. The primary credit risk for a Multi-Currency Account is with respect to Bank or a correspondent bank.

e. ***Sovereign Risk.*** Sovereign risk includes the political and legal risks associated with FX Transactions. Any imposition by any governmental or regulatory authority of the country of the relevant Supported Currency may result in the inability to affect outward remittances of the whole or any part of such payments (whether in the local Currency, the original deposited Currency, or any other Currency) from such country, which can thereby result in the loss of all or part of the principal sum deposited in a Multi-Currency Account. If a sovereign risk event occurs, there is an additional risk of the subsequent devaluation and/or lack of convertibility from or to that Supported Currency. In addition, governmental restrictions or taxes could increase the cost of acquiring or disposing of Supported Currencies.

f. ***Execution Risk.*** Company's ability to execute desired Multi-Currency Account Transactions may be limited by operational or systems constraints and Company's ability to execute desired Supported Currency transactions may be further limited by the rapid pace at which fluctuations in the Currency markets may occur. Systems or telecommunications delays or failures could delay or prevent execution of desired transactions and adverse market movements may occur before Orders for Supported Currency trades can be executed.

g. ***Market Disruptions.*** Significant events can occur that disrupt the normal operations of financial markets, including currency markets and exchanges, making Currency or exchange rates unavailable to Bank. Such events may reduce the liquidity of a Foreign Currency or of the exchange markets generally. Examples of market disruptions include the failure of a major institution, war, a major political event, or the failure of a government to meet its financial obligations (i.e., sovereign risks).

AS A RESULT OF THESE AND OTHER RISKS, THE U.S. DOLLAR VALUE OR LIQUIDITY OF SUPPORTED CURRENCY IN A MULTI-CURRENCY ACCOUNT MAY INCREASE OR DECREASE SIGNIFICANTLY OVER TIME. ANY LOSS DUE TO FLUCTUATION IN THE RATE OF EXCHANGE OR OTHERWISE RESULTING FROM A FAILURE TO EXECUTE A FUNDS TRANSFER BY COMPANY THAT IS BEYOND THE REASONABLE CONTROL OF BANK IS ASSUMED SOLELY BY COMPANY AND NOT BY BANK.

COMPANY UNDERSTANDS AND ACCEPTS THE RISKS ASSOCIATED WITH A MULTI-CURRENCY ACCOUNT AND WARRANTS THAT COMPANY HAS THE FINANCIAL RESOURCES TO BEAR THE RISK OF LOSS ASSOCIATED WITH MULTI-CURRENCY ACCOUNT.

SERVICE DESCRIPTIONS

REAL-TIME PAYMENT SERVICES – RECEIVE

1. **RTP Receipt Services.** Bank's Real-Time Payments Receipt Service ("**RTP Receipts**") enables Company to receive payments through a centralized real-time payments system ("**RTP Network**") developed and operated by The Clearing House Payments Company ("**TCH**"). These payments, known as "Real-Time Payments" or "RTP" or "Instant Payments" can be sent or received every day of the year, 24 hours a day, subject to scheduled maintenance, as permitted by the rules issued by the TCH that govern the RTP Network (the "**RTP Rules**"). If a conflict arises between the RTP Rules and the Agreement, the RTP Rules will govern. Company agrees to be bound by and comply with the RTP Rules. The Bank will offer origination or Funds Transfers via the RTP Network at a later date.

2. **Defined Terms.** Capitalized terms not otherwise defined herein or elsewhere in the Agreement or in the Glossary are defined in the RTP Rules, and where used in this section shall have the meanings, and be applied as, provided in the RTP Rules.

3. **Limitations.** The amount of each RTP that Company can receive is limited by the RTP Rules and may be limited further by a Sending Participant. RTP may only be made in US Dollars to and from accounts located in the United States. Bank is not liable or responsible Company's acts or omissions (including with respect to the amount, accuracy, timeliness of transmittal or authorization of any Payment Instruction) or those of any other Person, including TCH or any other Participant, and no such Person shall be deemed Bank's agent. Company agrees to comply with any other requirements promulgated or implemented by TCH or Bank in connection with the use of the RTP System, including transaction, volume, and velocity limits.

4. **Account Information.** The Bank is not required to give Company a separate notice of Bank's receipt of an RTP. Bank will report RTP activity on Company's Account statements. Considering the nature and immediacy of RTP, Bank recommends that Company monitor the use of the RTP Receipts and Company's Accounts as often as reasonably possible. Company transaction Accounts can receive an RTP at any time on any day unless you affirmatively choose to block RTP as described below.

5. **Receipt of Payment Message.** Upon receipt of a Payment Message for Company's Account, Bank will make a decision on the Payment Message (such decision options are described below) within the time required under the RTP Rules and so notify the Sending Participant.
   a. ***Reject.*** Bank may reject the Payment Message if: **(i)** The Account identified in the Payment Message is: **(ii)** Closed, invalid, or being monitored for fraudulent or other illegal activity, or **(iii)** Is not a "transaction account" as defined in the Federal Reserve Board's Regulation D 12 C.F.R. Part 204; **(iv)** Company elected to block the Account from RTP; **(v)** The RTP cannot be accepted for legal or regulatory compliance reasons. If the Bank rejects the RTP, it will not be made available in the Account and will be returned to the Sending Participant.
   b. ***Accept.*** Bank may accept the Payment Message in any order convenient to Bank, regardless of the order in which the Payment Message or other deposits, credits, or debits was received, and make the funds immediately available in the Account in accordance with applicable law.

6. **Bank Accepts Without Posting.** Bank may accept a Payment Message without posting if Bank determines, in its sole discretion, that it requires time to review the message for legal, compliance, or risk management reasons. Funds are not made available in the Account at this point. Within the time specified in the RTP Rules, Bank is required to accept or reject the Payment Message.

7. **Request for Return of Funds.** Under the RTP Rules, a Sending Participant may initiate a Request for Return of Funds for any reason, including for an unauthorized, erroneous, or fraudulent RTP. If Bank receives such a request on an RTP received by Company, Bank is required to respond and investigate the claim. Company shall respond to the Bank promptly if Bank asks for assistance in the investigation of the claim. Company may be required to return the funds received from the RTP including if the RTP was unauthorized, erroneous, or fraudulent, and Bank reserves the right to debit Company's Account for such return.

8. **Cut-off Times.**
   a. The Cutoff Time applicable to requests is generally 9:00 p.m. Pacific Time. Company can receive an RTP at any time, including nights and weekends and holidays, 24 hours a day, 365 days a year subject to scheduled maintenance, as permitted by the Rules and Company will have access to the funds immediately. However, for the funds to be applied to any debit transactions occurring that day, the RTP must be received by Bank by the Cutoff Time of 9:00 p.m. Pacific Time.
   b. RTPs received after 8:00 p.m. Pacific Time will post to Company's Account the following business day for interest rate and balance computation for applicable interest-bearing accounts. RTP deposits will be available on the day Bank receives the deposits. Once the funds are available, they can be withdrawn.

9. **Opting Out of RTP and Block.** Bank recognizes that Company may have reasons for not wanting to accept RTP to Company's Accounts. Bank offers the option of opting out of receiving RTP by placing a block on one or more designated Account(s) or all of your Accounts (each such Account so blocked being a "**Blocked RTP Account**"). If Bank receives a Payment Message to a Blocked RTP Account, Bank will reject the Payment Message and return the RTP. Company accepts full responsibility for the rejection and any implication for the rejection with the Sender.

10. **Use of Third Parties.** Company may not engage a third-party vendor or use RTP Receipts on behalf of any third-party including affiliates and subsidiaries without advance written consent from Bank and completion of forms and agreements, and provision of such information, as Bank may require.

11. **Transaction Data.** Company acknowledges and agrees that TCH may use data about Company, including transaction data collected in connection with TCH's operation of the RTP System, for any business purpose, including TCH's operation of the RTP System, in its sole discretion. Bank has no control over TCH's use of Company data and disclaims any liability relating to or resulting from such use.

12. **RTP Funds Transfer Services**. The RTP Funds Transfer service allows Company to initiate and send domestic, final, irrevocable payments from Company's Account to other Persons in real time through the RTP Network ("RTP Funds Transfer Service"). **The Funds Transfer Service is not available at this time**.

SERVICE DESCRIPTIONS

REMOTE DEPOSIT CAPTURE

1. **RDC.** If RDC is selected by Company on the Setup Form, Bank will provide to Company RDC to enable Company to transmit images of Checks to Bank for deposit. RDC enables Company to use Equipment, consistent with the Bank's requirements set forth in the Supporting Documents, to create Electronic Images and to transmit an Electronic File to Bank for deposit to the specified Account. After Bank receives Company's Electronic File, Bank, at its sole option, may use the Electronic File to either: (a) create Substitute Check(s), that Bank presents to the Paying Bank; or (b) generate one or more electronic files (from the original Electronic File) for presentment directly or indirectly to Paying Bank.

2. **Related Service Description for Business Online Banking.** If Company chooses to facilitate any part of RDC using Bank's Business Online Banking, all such use must be consistent with the terms and conditions of the Business Online Banking Service Description.

3. **Conditions to Provision of RDC.** In connection with RDC, Company shall comply with the following:
   - **a.** Company shall maintain one or more Accounts at Bank for the receipt of deposits of Checks.
   - **b.** Company shall be responsible for training its own employees in the use of RDC.
   - **c.** Company shall maintain satisfactory internal business controls, including the following: **(i)** established and documented procedures related to the recording of receipts, preparation of and reconciliation of deposits; **(ii)** segregation of duties in the recording and processing of deposited Checks; and **(iii)** timely reconciliation of Bank statements.
     At Bank's request, Company shall provide evidence of the foregoing controls and copies of the relevant portions of audit reports testing such controls.
   - **d.** Company shall use Equipment consistent with the Bank's requirements in the Supporting Documents and shall not take any actions to deploy or incorporate the Equipment in any way not intended for it without Bank's prior written approval. Company will ensure that the Equipment for RDC is clean and operating properly.
   - **e.** Company will only submit Checks for processing to Bank that meet the definition of "check" in Regulation CC (12 C.F.R. § 229.2(k).
   - **f.** Unless prior approval by Bank in writing, Company will not attempt to scan and transmit to Bank any Check which is drawn on a Deposit Account of Company or a deposit account held at any other financial institution, or a Deposit Account of any business entity of which Company is a principal, officer or authorized signer. Company will only use RDC for its own purposes and in accordance with this Service Description. Company with a business need may request to have multiple entities established as a single Company within the RDC system. The multiple entities must have a common ownership. If such is approved by Bank, Company understands and agrees to accept the increased business risk associated with such provision and warrants that Checks will be deposited into the correct account. For example, a Check made payable to an entity must be deposited into that entity's account.
   - **g.** Company will not scan and transmit for processing any Checks payable to third parties or in any way not payable solely to Company, demand drafts or Remote Checks, respectively, Checks that are stale dated by six (6) months or more or post-dated, savings bonds, Substitute Checks, Checks that do not meet the definition of a Check (facsimile, scanned, or any other reproduction of the original Check does not meet the definition) under Regulation CC or the Code, images of Checks that do not meet the ANSI X9.37 standards for image quality as required by Regulation CC or other standards established or required by Bank or applicable law, Checks that have been returned unpaid for any reason or any Check that exceeds Company's transaction limitations as may be established by Bank from time to time.
   - **h.** Company will not attempt to scan and transmit to Bank any previously truncated and reconverted Substitute Check and shall not submit any duplicate Electronic Images to Bank. Company shall not deposit to the applicable Account or otherwise negotiate any original Check from which Company has previously created and submitted to Bank as an Electronic File, unless Bank has notified Company that the Electronic Image is an Exception Check. Any previously truncated Check and Substituted Check must be physically deposited with the Bank. Notwithstanding the foregoing, Bank may redeposit any returned Substitute Check or Electronic Image consistent with the terms of the Deposit Account Agreement and Disclosure.
   - **i.** Company will **(i)** ensure that Checks are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Checks, **(ii)** handle, process, maintain and destroy original Checks as set forth in Section 3(n) and in the Supporting Documents, and **(iii)** ensure that no financial institution (depositary, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Check more than once in any form.
   - **j.** Company will use RDC, including the entering, processing and transmittal of Electronic Images, in accordance with the Supporting Documents. In addition, Company will provide, at its own expense, a broadband Internet connection, such as via DSL or other connectivity having equivalent or greater bandwidth and all other computer hardware, Software, including but not limited to a compatible Web browser, and other Equipment and supplies required to use RDC, all of which must satisfy any minimum requirements set forth in the Supporting Documents or as otherwise may be acceptable to Bank. Company will provide or obtain from another party selected by Company at Company's expense, support and maintenance of such Internet connection and all other computer hardware, Software, and Equipment required to use RDC, including without limitation troubleshooting Internet connectivity issues with Company's internet service provider, and Bank will not be responsible, therefore.
   - **k.** Company shall be responsible for verifying Bank's receipt of Company's transmission(s) by verifying that deposits have been posted to the appropriate Accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank.
   - **l.** Company shall be responsible for installing and implementing any changes and upgrades to RDC as required by the Bank within five (5) Business Days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of RDC.
   - **m.** Company shall exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by the Bank or otherwise required for use of RDC and shall further prevent the use of RDC by unauthorized persons. Company assumes full responsibility for the consequences of any missing or unauthorized use of or access to RDC or disclosure of any Confidential Information or instructions by Company, its employees, and agents.
   - **n.** Company will retain each original Check in accordance with the Supporting Documents. If not directed otherwise by the Bank, Company will store original Checks in a safe and secure environment for such time as Company deems necessary and advisable for a period of minimum of ten (10) days and a maximum of sixty (60) days after such Check has been digitized and processed. Company shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, and (b) that the information contained on such original Checks or on any corresponding Electronic Images are not disclosed to third parties. Company will promptly (but in any event within five (5) Business Days) provide any retained original Check (or, if the original Check is no longer in existence, a sufficient copy of the front and back of the original Check) to Bank as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Check or as Bank otherwise deems necessary. Company will use a commercially reasonable method, or as otherwise directed by Bank to destroy original Checks and Electronic Files after Company's retention period has expired.

o. Company understands and agrees that a Check that is not paid by a payor financial institution, or is otherwise returned for any reason, will be returned to Company and Company's Account charged for the amount of the Check plus any associated fee as disclosed in Bank's Supporting Documents, which may be changed from time to time in Bank's discretion. Bank's right to charge the Account of Company will apply without regard to whether the Check is timely returned to Bank or whether there is any other claim or defense that the Check has been improperly returned to Bank.

4. Mobile Deposits.

a. In addition to the terms of this Agreement and the Deposit Account Agreement and Disclosure and Business Online Banking Service Description, the following terms and conditions apply specifically to use of Mobile Deposit through Bank's Application:

i. All Checks are subject to Bank's Mobile Deposit eligibility guidelines, which can be obtained by calling Bank at (888) 995-2265 and are hereby incorporated by reference.

ii. Bank reserves the right to reject any Electronic Images transmitted through Mobile Deposit, in its sole and absolute discretion, without liability to Company. Bank is not responsible for Electronic Items it does not receive or images that are dropped during transmission. An Electronic Image will be deemed received when Company receives a confirmation from Bank that it has received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

iii. Company must retain the original item for five (5) Business Days from date of transmission of deposit. Upon request from Bank, Company will promptly provide the retained item or sufficient copy of the front and back of the item to Bank to assist in the clearing process, to resolve any third-party claims with respect to the item or for Bank's audit purposes.

iv. All deposits submitted through Mobile Deposit may be subject to transaction and daily deposit limits as periodically established by Bank. All limits and amounts may be modified or changed from time to time or on an exception basis by Bank, in its sole discretion. Company may request the limits applicable to the Accounts by calling Bank at (888) 995-2265.

v. Warranties and Indemnification.

1. Without limiting any other representation or warranty Company makes in this Agreement or any other agreement governing the Accounts, Company warrants to Bank that:

a. Company and its Users will only transmit eligible Checks.

b. Checks will meet the quality standards outlined in Mobile Deposit eligibility guidelines referenced above.

c. Neither Company nor Users will transmit duplicate items.

d. Company is not aware of any factor that may impair the collectability of the item.

e. Company will not deposit or re-present the original item.

f. All information Company provides to Bank is accurate and true.

g. Company will comply with Agreement and all applicable rules, laws and regulations.

2. Company agrees to indemnify and hold the Indemnified Parties harmless from any loss arising from or related to Company's breach of this warranty provision.

5. Processing Company's Electronic File. If Company transmits Company's Electronic File to Bank before the Cutoff Time on any Business Day, Bank will process Company's Electronic File on that Business Day. If Company transmits Company's Electronic File to Bank after the Cutoff Time on any Business Day, Bank will process Company's Electronic File on the next Business Day.

a. Electronic Images processed for deposit through RDC will be deemed to have been received by Bank for deposit at the time the Electronic Files are received and accepted at the location where Bank or its designated agent posts the credit to the Account. A deposit of Electronic Images will be deemed to have been received and accepted by Bank for deposit when all of the following have occurred: **(i)** Bank has preliminarily verified that the image quality of the Electronic Images is acceptable to Bank in its discretion, all Check information is complete and the deposit totals are balanced to the Check information provided for the deposit; and **(ii)** Bank has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Electronic Files received by Bank for deposit may be rejected by Bank in Bank's sole discretion.

b. Checks will be processed and ready for presentment by Bank after Bank receives the correct digitized images and associated data for any given transmission from Company. Company agrees to view the images of each scanned Check that is sent to Bank. If Check information received by Bank is not complete or cannot be processed by Bank for any reason, Bank may reject the Electronic Image, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to Company's Account. Company will be responsible for verifying Bank's receipt of Company's transmissions by verifying that deposits have been posted to Company's Account. Bank will use commercially reasonable efforts to ensure Checks are presented for payment to the applicable payor financial institution within a reasonable period of time following such receipt.

c. If under Sections 4(a) or 4(b) above an Electronic Image is not accepted for deposit, Company may then submit the original Check to Bank for processing or contact the maker to reissue the Check. If Company submits the original Check for processing, Bank reserves the right to refuse to process the Check for deposit and presentment to the payor financial institution and may instead require Company to have the maker reissue the Check.

d. It is Company's responsibility to understand and build into its transmission schedules the appropriate deadlines necessary to meet the availability schedules of Bank as set forth in the Deposit Account Agreement and Disclosure or as otherwise established by Bank. Company is further responsible for understanding and building into its transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

6. Exception Checks. When Bank reviews and processes Company's Electronic File, Bank shall reject Exception Checks including, without limitation, Electronic Images drawn on financial institutions located outside the United States, Electronic Images that are illegible, Electronic Images of checks previously converted to substitute checks, and Electronic Images with unreadable MICR information. Bank will not be liable for delays in the deposit of and funds availability for Exception Checks, even if such delays result from errors or other problems in the operation of the Equipment. Each Business Day on which Bank reviews and processes Company's Electronic File, Bank will notify Company of all Exception Checks through a communication channel designated by Bank. Company agrees that if it wishes to attempt to deposit any Exception Check to Company's Account, it shall do so only by depositing the original Check on which the Exception Check is based. Company acknowledges and agrees that even if Bank does not initially identify an Electronic Image as an Exception Check, the Substitute Check created by Bank therefrom may nevertheless be returned to Bank because, among other reasons, the Electronic Image is deemed illegible by Paying Bank. Bank's failure to identify an Exception Check shall not preclude or limit the obligations of Company to Bank under Section 5 above.

SERVICE DESCRIPTIONS

7. **Security Procedures.**
   - **a.** Company will be solely responsible for establishing, maintaining and following security protocols as deemed necessary to ensure that output files transmitted directly to Bank are intact, secure and confidential until received by Bank.
   - **b.** Company agrees to implement Security Procedures that Bank may offer to verify the authenticity of any Electronic Files transmitted to Bank in the name of Company. Regardless of the Security Procedures implemented by Company, Company agrees that Bank may rely on and Company will be obligated on the Electronic File, whether or not the Electronic File was authorized by Company. Also, if an Electronic File was authorized by Company, Company will be obligated on the Electronic File even if Bank did not verify its authenticity using the Security Procedures and even if the Security Procedures would have prevented error. Company agrees that the Security Procedures are intended to verify authenticity and not to detect error.
   - **c.** Company may appoint an individual to various security roles within RDC. (If such authority is provided by Company to an RDC Administrator, Company understands and agrees to accept any increased business risk associated with such RDC Administrator's access and use of RDC on Company's behalf. For example, an RDC Administrator could process and approve a fraudulent Check for deposit and should that same RDC Administrator have access to the Company's payment system or Checks, draw on those funds before the fraudulent Check is discovered. Company assumes full responsibility for the actions of the RDC Administrator, the authority the RDC Administrator gives others to act on Company's behalf, and the actions of any persons designated by the RDC Administrator to access and use RDC.
   - **d.** Company agrees to change its password(s) periodically and when circumstances require (e.g., a User's employment with Company has ended).
   - **e.** Bank may elect, at Bank's discretion, to verify the authenticity or content of any transmission by placing a call to any authorized signer on the applicable Deposit Account or any other person designated by Company for that purpose. Bank may deny access to RDC without prior notice if unable to confirm any person's authority to the access RDC or if Bank believes such action is necessary for security reasons.
   - **f.** Company warrants each time Electronic Files are transmitted using RDC that the Security Procedures are commercially reasonable (based on the normal size, type, and frequency of transmissions). Company agrees to be responsible for any transmission Bank receives through RDC, even if it is not authorized by Company, provided it includes a password or is otherwise processed by Bank in accordance with this security procedure.

8. **Services Software.** At any time during the term of this Service Description, Bank may require in its sole discretion the use of Software in connection with RDC. If Software is required, Bank will provide to Company a copy of the Software or instructions on how to obtain the necessary Software.
   - **a.** To the extent the Bank requires the use of Software in connection with RDC, Company will implement and use the Software, as set forth in the Supporting Documents and any applicable materials relating to the Supporting Documents to transmit output files to Bank.
   - **b.** Company acknowledges that **(i)** its License to any Software that may be required for RDC is directly from the Software provider, pursuant to the License agreement that appears when any such Software is electronically accessed by Company or otherwise provided to Company, **(ii)** Bank may provide certain "first level" support to Company with respect to the Software, but that Bank will have no responsibility, for maintenance, support, infringement protection, or otherwise, to Company with respect to the Software, and **(iii)** Company will look strictly to the Software provider, or its successors, with respect to any issues concerning the Software that cannot be satisfactorily resolved with Bank's assistance.
   - **c.** Company will use the Software solely for the purpose of transmitting Electronic Files to Bank consistent with this Service Description and not for communications with any other party. Company will not allow access to the Software or the use of RDC by any person other than Company or its Users and will only process Checks directly related to a transaction or obligation between Company and its direct payor.
   - **d.** Company will promptly return all copies of the Software and Supporting Documents, including materials related to the Supporting Documents, to Bank upon termination of the Service Description.
   - **e.** Company will not reproduce the Software or other functionality, or content included or used for RDC or on which RDC is based. Additionally, Company will not decompile, reverse engineer or disassemble the Software or otherwise attempt to derive computer source code from the Software functionality of RDC.
   - **f.** Bank may, from time to time, require and change the Software required for this purpose, provided such change does not result in any additional License or maintenance fees payable by Company. Company will be responsible to install and implement and changes to the Software within five (5) Business Days following notice of such change.

9. **Bank Rights and Responsibilities.**
   - **a.** For all Electronic Images processed by Company pursuant to via RDC or Mobile Deposit, either **(i)** digitized images will be converted to Substitute Checks and presented for payment to established endpoints, or **(ii)** the Electronic Image will be presented for payment through image exchange networks. Bank may in its sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with the applicable Cutoff Times and as otherwise established by the Bank from time to time.
   - **b.** Unless otherwise agreed by Company and Bank, Bank will process any returned Checks in accordance with applicable law and the Deposit Account Agreement and Disclosure.
   - **c.** Bank may at its sole option, with or without cause, at any time and from time to time, refuse to process any Electronic Images. Bank may from time to time establish exposure limitations and assign them to Company.
   - **d.** In addition to any other rights Bank may have as regards the Accounts of Company as well as rights otherwise provided to Bank under this Service Description, Bank may hold and use funds in any Account following termination of this Service Description for such time as Bank reasonably determines that any Check processed by Bank prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which Bank may be responsible. Without limitation, Company recognizes that under the Code, Regulation CC and the rules of any image exchange network Bank's representations and warranties as regards Electronic Images and Substitute Checks may expose Bank to claims for several years following processing of the Electronic Image or Substitute Check.
   - **e.** In the event RDC or Mobile Deposit becomes unavailable, Company may deposit original Checks and other Checks to any Deposit Account in person or in any other manner permitted by agreement between Company and Bank, and Company will be responsible for maintaining procedures and facilities to enable Company to do so if RDC is unavailable to Company.

10. **Company's Agreement to Indemnify Bank.** In addition to any rights or obligations provided for elsewhere in the Agreement, Company shall indemnify, defend, and hold harmless Indemnified Parties from and against Losses and Liabilities incurred by Indemnified Parties arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to Bank's own gross negligence or willful misconduct):
    - **a.** Bank acting as a "reconverting bank" under the Check 21 Act through the creation of Substitute Checks or purported Substitute Checks using an Electronic Image or Electronic File or an illegible Electronic Image;
    - **b.** Bank presenting to Paying Bank an Electronic File for payment;
    - **c.** Company's failure to exercise adequate security controls or dispose of original Checks in accordance with Sections 3(above, or failure to securely dispose of such original Checks, in which event such Losses and Liabilities shall include, without limitation, consequential damages; and

d. Company's failure to exercise due care in handling and operating the Equipment. This Section 10 shall survive the termination of this Service Description.

11. **Bank Liability.** Notwithstanding any other limitations on liability provided for in the Agreement, Bank will not be liable to Company for any refusal of a Payor Bank to pay an Electronic Image or Substitute Check for any reason (other than the breach of contract, gross negligence or willful misconduct of Bank), including without limitation, that the original Check, Electronic Image or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature. Furthermore, Bank's liability for errors or omissions with respect to the data transmitted or printed by Bank in connection with this Service Description will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Electronic Images or Substitute Checks to the Payor Bank.

12. **Disaster Recovery.** Bank shall maintain a disaster recovery plan for RDC in the event of delays or unavailability of RDC, which such plan Bank may determine in its sole discretion. Company acknowledges that Bank's disaster recovery plan may require Company to deposit Checks in an alternative manner, such as through deposit of paper Checks at a Bank branch.

SERVICE DESCRIPTIONS

VAULT

1. **Vault.** Vault Services may be facilitated using Cash Concentration Accounts. As a result, credits, debits, and adjustments to Company's Cash Concentration Account(s) may be delayed one Business Day from date of submission using Vault Services. Bank, not Company, will have direct access to funds in Cash Concentration Accounts. Vault Services allow Company to place orders for Cash. Before utilizing the cash vault feature, Company must identify the name(s) and location(s) of the persons authorized by Company to receive the service security credentials on the applicable Setup Form. Company's duty to safeguard the security credentials under this Service Description shall at least equal the duty as it applies to Security Procedures under the Agreement.

   Company authorizes Bank to debit its designated Settlement Account for the amount of any Cash order under this Service Description as early as the day the Cash order is placed by Company. If Company fails to designate one of its Deposit Accounts for this purpose, Company authorizes Bank to debit any of Company's Deposit Accounts for the amount of the Cash orders.

   To facilitate the Vault Services, Company will be responsible for contracting with a Carrier, approved by Bank, for transportation services to and from Bank. Bank shall not be a party to the contract between Company and Carrier. Carrier shall for all purposes be considered the agent of Company and Company acknowledges and agrees that Carrier is not an agent, employee or other representative of Bank. Neither Bank nor its employees or agents shall supervise, direct or control Carrier's performance under this Service Description or under Carrier's agreement with Company.

   Each time Company uses the Vault Service to order Cash, Company agrees that it will have sufficiently available funds in its Settlement Account to cover the amount of the Cash order and any applicable fees.

2. **Deposits.** The deposit feature of the Vault Services allows Company to present items and Cash for deposit to Company's Deposit Accounts, using Bank-designated depository facilities. Deposits of Cash may be subject to a daily- or transaction-based limitations. All deposits made must be entered by Company on deposit tickets. The deposit tickets must be locked, sealed in Containers and placed with the Carrier by Company or an Authorized Representative and delivered to Bank-designated depository facility. Items delivered to Bank pursuant to this Service Description, including any instructions provided in Supporting Documents, and must be payable to Company and be properly indorsed by Company.

   Bank may, in its sole discretion, re-deposit and clear any items deposited pursuant to this Service Description that have been returned for: **(i)** non-sufficient funds; **(ii)** refer to maker, or similar indication; or **(iii)** uncollected funds. If Bank is unable to successfully re-clear or deposit the returned items, the item will be charged back against Company's Deposit Account.

   Upon delivery of the deposit to Bank by Carrier, Bank is authorized to open Container and verify the contents, and to credit the contents thereof for the benefit of the designated Account of Company. If no Account is designated, Bank may credit for the benefit of any Account of Company's. If the contents of Container do not conform to the deposit ticket, Bank will credit only those contents as are found therein that follow this Service Description and the Supporting Documents. If the aggregate amount of the contents of any Container, as counted by Bank, is less than that reported on the deposit slip covering that Container, Bank will debit the Company's Deposit Account by such difference and report the difference to Company. Company agrees that Bank's records as to the contents of the Container opened by Bank, including the amount of any Cash contained therein, shall be conclusive evidence of the contents of the Container. Neither the Bank will be deemed a bailee, the risk of damage, loss or shortage is expressly assumed by Company, and the Bank shall have no liability for any such damage, loss or shortage.

   A notice of any discrepancy between the contents of Container and the deposit ticket will be delivered or otherwise made available to Company. Bank reserves the right to return any nonconforming items to Company and Company agrees that Bank may charge Company's Cash Concentration Account for the return costs. Alternatively, and at Bank's discretion, Bank may require Company to arrange to pick-up nonconforming items. Company agrees to hold Bank harmless for any loss or shortage, including that the contents of Carrier fail to conform to the accompanying deposit slip.

   Company agrees to maintain a complete record of all contents placed in Containers and in the case of loss, to promptly, diligently, and completely cooperate with Bank in the identification or replacement of the items so lost. Such cooperation shall include, without limitation, requests by Company to makers of missing items to issue duplicates, and in the event the makers thereof refuse to do so, then to assert all its legal and equitable rights against said makers or, if applicable, to subrogate such rights to Bank or its assigns. The provisions of this paragraph are not intended to alter or modify the responsibility for any loss, shortage or discrepancy set forth in the Service Description.

   Company recognizes that in following the instructions of Company, Bank may come into possession of items to which parties other than Bank may claim an interest. In that regard, Company hereby agrees at all times to indemnify and hold the Indemnified Parties harmless from and against any and all claims, actions, whether groundless or otherwise, as well as from and against, any and all liabilities, losses, damages, judgments, costs, charges, attorneys' fees, and any other expenses of every nature and character in any way related to the claims by any party or parties other than Company, whether by action or non-action, with respect to any item of any nature whatsoever, alleged or claimed to have been delivered to Bank by Company.

   Containers delivered by Carrier on a Business Day after applicable Cutoff Time, or to Bank on a day when Bank is not regularly open for business, need not be opened, verified or credited by Bank until the following Business Day.

3. **Containers.** Deposits shall be made in locked, sealed Containers and in accordance with instructions received from Bank, if any, including the use of any special deposit bags or deposit slips. No other Containers will be accepted by the Bank. Containers shall include no property other than: (a) negotiable instruments payable to Company; (b) Cash; and (c) deposit slip(s) indicating the total dollar amount of such negotiable instruments, Cash and the account or accounts of Company in which such items are to be deposited. Company agrees to purchase from Bank any and all additional Containers that Company may need from time to time.

   Bank may accept Containers from any person Bank believes in good faith to be Carrier. Bank shall not assume responsibility for collection or be considered to have received a Container until it is delivered by Carrier to Bank and Carrier receives written acknowledgment of receipt of such delivery from Bank, and the contents have been verified by Bank. Similarly, any Container contents returned or sent to Company by or on behalf of Bank shall be deemed received by Company when delivered by Bank to Carrier.

SERVICE DESCRIPTIONS

4. **Remote Vault Safe Deposits; Provisional Credit.** Company acknowledges and agrees that all deposits credited electronically are provisional until Bank receives and verifies final deposit. If Bank does not receive deposit, Bank may revoke any provisional credit previously given and charge back the amount of the provisional credit to the Company. Bank may in its sole discretion refuse to credit Company or allow Company to make a withdrawal until funds are collected.

5. **Company Insurance.** Company acknowledges and agrees that it shall be Company's sole responsibility to purchase and maintain insurance against loss or damage to the contents of Containers and remote vault safes, if applicable, including Cash, while being handled by the Carrier and/or Bank, its officers or employees, under this Service Description. Bank is not and shall not be considered an insurer of any of the deposits or contents placed with the Carrier.

GLOSSARY

GLOSSARY

Unless otherwise defined herein, all capitalized terms shall have the meanings provided below:

"**AAB Platform**" means, collectively, the various APIs the Bank offers to Alliance Association Bank clients, including but not limited to services.allianceassociationbank.com and ConnectLive API, to conduct certain banking activities and/or transactions.

"**ACH**" means automated clearing house.

"**ACH Network**" means the national automated clearing house for electronic funds transfers in the US.

"**ACH Pre-Fund**" means the requirement to pay in advance or immediately for all Entries processed by the Bank for Company regardless of the payment due or value date.

"**Acceptable Payee(s)**" means Company's name, or some reasonable variation thereof, and any other third-party Payee name provided to Bank by Company as an acceptable Payee for Checks to be processed under the Lockbox.

"**Account**" means one or more Consumer and/or Commercial Accounts, as designated by the applicable Account Holder on a Setup Form, to be accessed by or through the Services.

"**Account Agreements**" means all agreements between Company and Bank that govern Company's Accounts including but not limited to, as applicable, the Deposit Account Agreement and Disclosure, Funds Transfer Agreement, Privacy Policy/Disclosure, Fee Schedule, any applicable loan agreements or documents, or any other agreement governing the Accounts.

"**Account Balance**" means the collected or ledger (i.e., available balance including any Float) balance of a Deposit Account.

"**Account Holder**" means the owner or holder, or the agent of an owner or holder, of an account held at Bank.

"**Administrator**" means the individual authorized by Company, in conjunction with a Service(s) that has an administrator or administrative end user function, to: (i) serve as a the primary or secondary contact with the Bank for Company's use of services, as designated on the Setup Form, to have full User access to the applicable Services, including but not limited to BOB or AP Automation to establish Users and their access rights; and (iii) conduct selected transaction types and Services on behalf of Company.

"**Adverse Event(s)**" means, as applicable, when: (i) any Account is subject to levy, attachment or other legal process; (ii) Company or Related Company is the subject of voluntary or involuntary bankruptcy proceedings, or any other action for relief of creditors generally; (iii) Company or any Related Company disputes the authenticity of any Communication or the authority of Bank or the legitimacy of any action taken by Bank in connection with any Service performed in response to any Communication received by Bank; (iv) any third party asserts an interest in an Account, whether or not the interest is later held to be valid; or (v) any other action or inaction deemed by Bank to present undue risk to Bank.

"**Agreement**" means this Treasury Management Services Agreement, including any applicable Service Descriptions and Setup Forms, as amended from time to time.

"**Alerts**" means email and/or SMS/text message alerts.

"**Alternative Security Procedures**" means the alternative Security Procedures determined by Company or Related Company to be "commercially reasonable for each's use of the Services and as selected by Company or Related Company on an Alternative Security Procedures Agreement use of the Services and as selected by Company or Related Company on an Alternative Security Procedures Agreement.

"**AP Automation**" means the web-based, B2B accounts payable and payment automation offered by Bank to its customers.

"**API**" means application programming interface(s).

"**Application**" means a mobile software application.

"**Assessment(s)**" means the monthly, quarterly, semi-annual, and annual dues or assessments, and all other amounts, fixed or variable, agreed to by homeowner and Association.

"**Association(s)**" means a homeowner association or a management company acting on behalf of a homeowners' association.

"**Authorized Representatives**" means those individuals authorized to act on the behalf of and bind the Company for purposes of the Services including but not limited to authorized signers.

"**Automated Sweep(s)**" means the service that, based on directions provided by Company, automatically transfers funds that exceed, or fall short of, as the case may be, a Target Balance at set intervals, generally daily.

"**Bank**" means Western Alliance Bank and its divisions, Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, Bridge Bank, First Independent Bank of Nevada, and Torrey Pines Bank, and the agents and service providers thereof.

"**Banking Days**" shall have the meaning set forth in the Rules.

"**Blocked RTP Account**" shall have the meaning set forth in Section 9 of the Real-Time Payment Services (Receive) Service Description.

"**Business Online Banking**" or "**BOB**" means the Internet-based Cash management system offered by Bank that enables Company to access its Accounts and to certain electronic services online.

"**Business Online Banking Acknowledgement and Authorization**" means, as applicable, the Related Company or Consumer Business Online Banking Acknowledgement and Authorization.

"**Business Day(s)**" means Monday through Friday, excluding Saturdays, Sundays, bank or legal holidays, and any other day that Bank chooses or is permitted to be closed.

"**Business-to-Business**" or "**B2B**" means a transaction or business conducted between one business and another, such as a wholesaler and retailer.

"**Card**" means an account, or evidence of an account including but not limited to using a VCN, authorized or established between a person or legal entity, a Card Network or representatives or members of a Card Network and, in the context of Bank-issued credit cards, the Bank, that is accepted from the person or legal entity and included, but are not limited to, credit cards, debit cards, electronic gift cards, authorized account or access numbers, paper certificates, credit accounts and the like.

"**Card Agreement**" means the agreement between Cardholder and Bank that contains the terms and conditions governing commercial credit or charge Cards and related accounts issued by Bank, including but not limited to the Commercial Card Agreement and Credit Card Rebate Agreement (if applicable).

GLOSSARY

"**Cardholder**" means a person or legal entity initiating a transaction using a Card or VCN.

"**Card Network(s)**" means any entity formed to administer and promote Cards including, without limitation, MasterCard Worldwide, Visa U.S.A., Inc., DFS Services, LLC, American Express, or any other applicable debit or credit card networks.

"**Card Network Rules**" means the rules, regulations, releases, interpretations and other requirements imposed or adopted by any Card Network.

"**Card Security Guidelines**" means collectively the Visa U.S.A. Cardholder Information Security Program the MasterCard Site Data Protection (SDP), and (where applicable), the PCI Security Standards Council, the MasterCard PA-DSS (Payment Application Data Security Standards) and any other security rules or guidelines applicable to the acceptance and/or use of Cards.

"**Carrier**" means a third-party armored transport carrier or car service acceptable to the Bank.

"**Cash**" means coin and currency.

"**Cash Concentration Account(s)**" means one or more concentration accounts maintained by the Bank at third-party financial providers on behalf of multiple customers of Bank for the purposes of providing Vault Services.

"**CFTC**" means the Commodity Futures Trading Commission.

"**Chargeback(s)**" means, as the context requires, a returned Check, a Return Entry or Reversing Entry (each as defined in the Rules) and/or a Transaction dispute that is returned to Payment Facilitator by the Card Network.

"**Check(s)**" means negotiable instruments as defined in the Code and Regulation CC.

"**Check Issue File**" means the file of Checks submitted by Company through Positive Pay or Check Payee Positive Pay for processing.

"**Check Payee Positive Pay**" means Positive Pay that allows Company to verify Payee named on a Check in addition to Check amount and Check number.

"**Code**" means the Uniform Commercial Code as adopted by the State of Arizona, as may be amended from time to time.

"**Commercial Account(s)**" means a Deposit Account or Loan Account that is established by an entity other than a natural person and the primary purpose of which is not personal, family, or household.

"**Communication(s)**" means any data, message, internal transfer, information, instructions, payment orders, Requests, Request Files, Entries, Alerts, API calls or requests, and/or other communications received through BOB, via API, through the Platform or any other Bank system, from an Authorized Representative and/or in the name of Company, Related Company or Consumer.

"**Communication Link**" means a method or means of communication selected by Company for a particular Service to be used for communicating with Bank regarding that Service, including but not limited to APIs or SFTP.

"**Community Association**" means property or community management or homeowners' association customers of the Alliance Association Bank division of Bank.

"**Company**" means (i) the entity signing the Setup Form establishing Services for a Profile, (ii) any Related Company, and (iii) as applicable, any related Consumers using Services under the Profile.

"Company Customers" means the customers or clients of Company, including but not limited to, Associations and related homeowners.

"Company Platform" means Company's enterprise resource planning software, platform or similar technology.

"**Computer System**" means computer software, hardware network or system or Wireless Devices through which Company, Administrators or Users access the Services.

"**Confidential Information**" means all information of Bank, its service providers and vendors made available or encountered by Company in conjunction with the Services or provided pursuant to this Agreement and includes all information provided on or in relation to the Setup Forms and any Software provided pursuant to this Agreement.

"ConnectLive API" means api.westernalliancebank.com.

"**ConnectLive Services**" shall have the meaning set forth in the ConnectLive Service Description.

"Consumer Account" means a Deposit Account or loan account established by a natural person primarily for personal, family, or household purposes.

"**Container(s)**" means tamper-proof, transmittal bags, or containers, including but limited to remote cash vault, approved by Bank.

"**Controlled Disbursement Account**" means a commercial demand Deposit Account held by Company at Bank and uses a special routing number.

"**Controlled Disbursement Items**" means Checks drawn on or other debits permitted (if applicable and allowed by Bank) against the Controlled Disbursement Account.

"**Currency(ies)**" means money denominated in the lawful currency of any country.

"**Cutoff Time**" means, as applicable, the time the Bank has established, in the Setup Forms or otherwise, for receipt of Communications, instructions, Requests, Transactions, orders, approvals or deliveries for a particular Service and listed in the Schedule of Cutoff Times or applicable Setup Forms.

"**DSL**" means a digital subscriber line.

"**Delivery Date Deadline**" means the effective date of transactions as prescribed in the Supporting Documents.

"**Deposit Account(s)**" means a demand deposit account(s) held at Bank.

"**Due Date**" means the due date of Company's bill.

"**eCheck**" means an electronic Check or direct debit (i.e., an Entry) transaction completed through the Online Payment Processing Services.

"**Effective Entry Date**" means the date included on any Entry as the date upon or after which such Entry is to be effective.

"**Electronic File**" means an electronic file containing Electronic Images and other information.

"**Electronic Images**" means electronic images of certain Checks.

"**End User**" means an individual user of the Online Payment Processing Services or eZePay.

"**End User Agreement**" means the contractual agreement between Bank and/or its third-party service providers or licensors and Users that contains the terms and conditions under which User may use the applicable Service.

GLOSSARY

"**Entry**" or "**Entries**" shall have the meaning given in the Rules, including, but not limited to, CCD (**Corporate Credit or Debit**), PPD (**Prearranged Payments and Deposits**), CTX (**Corporate Trade Exchange**) entries, as well as the data received from Company from which Bank prepares entries.

"**Equipment**" means any computer programs, equipment, or Software made available to Company by Bank or its Third-Party Service Providers.

"**Exchange Rate**" means the price of one Currency in terms of another Currency for delivery on a specified date and, for purposes of this Agreement, shall to the extent practicable, be determined by Bank from independent market rate sources commonly used by the financial markets industry.

"**Exception**" means, as appropriate, either (i) a presented item for which a matching Check Issue File item does not exist in Business Online Banking or (ii) an Entry that does not match the Filtering Rules.

"**Event of Default**" shall have the meaning given to it in Section 9 of the FX Services Service Description.

"**Exception Check**" means any Electronic File, or any portion thereof, that Bank in its sole discretion determines to be ineligible for deposit through RDC.

"**eZePay**" means, collectively, the suite of services offered by the Bank that provides the Company the ability to collect customer payments electronically through a URL unique to Company.

"**Filtering Rules**" means those rules established by Company in Business Online Banking that dictate which debit Entries are to be returned or paid and can include criteria such as Originator ID, Standard Entry Class Code, and dollar amount/range.

"**Float**" means funds not yet collected by the Bank.

"**Fee Schedule(s)"** means, collectively, the Business Account Schedule of Fees and charges and any applicable account analysis fee schedule, as both may be amended from time to time.

"**Foreign Currency**" means a Currency that is not denominated in U.S. Dollars.

"**Funding Account**" means a Deposit Account from which funds are transferred to fund Controlled Disbursement Items.

"**Funds Transfer(s)**" means domestic or foreign wire transfer Requests.

"**FX**" means Foreign Currency.

"**FX Transaction**" means any transaction for an exchange of Currencies with a delivery date that is not more than 2 business days following the related trade date, allowing for bank holidays for both currencies, commonly known in the markets as a "spot FX transaction."

"**HIPAA**" means the Health Insurance Portability and Accountability Act.

"**ID**" means a unique identifier assigned to an End User or User, as the case may be.

"**IP Services**" or "**WA IP Services**" means a web-based, B2B payments platform that enables enrolled customers to create a Request File from their respective accounting systems and initiate Payments using various Payment Types through the Payment Portal, via SFTP or other delivery channel as may be designated by Bank.

"**ISP**" means Internet service provider.

"**Indemnified Parties**" means Bank, its parent company, affiliates, licensors, processors, third party contractors, and vendors and each of their respective directors, officers, employees, and agents.

"**Instant Payments**" means the electronic payment services provided by the Bank that enables Company to make payments that are initiated and settled nearly instantaneously (e.g., RTP®, FedNow, and Zelle for Business).

"**License**" means generally the license or sublicense of a Software by Company pursuant to this Agreement.

"**Linked Account(s)**" means those Accounts linked under the same Profile for viewing and/or transfer purposes either: (i) automatically by function of being owned by Company under Company's taxpayer identification number; (ii) manually after Company executes the appropriate online account linkage form; or (iii) as part of an agency relationship.

"**Loan Account**" means any commercial loan obligation of Company to Bank referenced on a Setup Form.

"**Lockbox**" means the United States Post Office address identified or, in the case of Virtual Lockbox, the unique lockbox identifier designated by Bank, as provided in the Supporting Documents.

"**Lockbox Account**" means the Deposit Account designated by Company to use the Lockbox Service.

"**Lockbox Online**" means Bank's web-based, Lockbox Service portal.

"**Lockbox Service**" means collectively Bank's traditional and Virtual Lockbox remittance processing or Lockbox services.

"**Losses and Liabilities**" means any and all losses, liabilities, damages, claims, obligations, demands, actions, suits, judgments, penalties, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by an Indemnified Party.

"**MID**" means the merchant identification number issued to a business by its payment processor.

"**Master Concentration Account**" means the Deposit Account designated by Company as the master or in some cases, the middle-tier concentration account for purposes of Automated Sweep(s).

"**Mobile Deposit**" means a deposit-capture service designed to allow Users to remotely make deposits to Deposit Accounts by scanning Checks and delivering the images and associated deposit information to Bank for processing.

"**Multi-Currency Account**" means a Deposit Account that allows Company to maintain balances in Supported Currencies.

"**Multi-Currency Services**" means those Multi-Currency Account services described in the Multi-Currency Account Service Description.

"**Nacha**" means the National Automated Clearing House Association.

"**Nested Third-Party Sender**" shall have the meaning given to it in Article Eight of the Nacha Operating Rules.

"**NOC**" means Notification(s) of Change.

"**Night Deposit**" means any night depository services made available in connection with Vault Services.

"**Night Deposit Facilities**" means Night Deposit receptacles identified in the applicable Setup Forms.

GLOSSARY

"**ODFI**" means an Originating Depository Financial Institution as defined in the Rules.

"**OFAC**" means the Office of Foreign Asset Control.

"**On-Us Entry**" means an Entry received for credit to an Account.

"**Operating Procedures**" means the Payment Facilitator's operating rules and regulations, as may be amended from time to time, and includes the Payment Facilitator's Terms and Conditions.

"**Order**" means a Funds Transfer request by Company for Bank to buy or sell a Currency at a specified exchange rate or, if the specified exchange rate is not available, at the exchange rate next available to Bank.

"**Party**" means either Company or Bank, as the context requires.

"**Parties**" means, collectively, Company and Bank.

"**Payee(s)**" means, as the context requires, a third party or beneficiary: (i) to whom a Check is made payable; (ii) Company has designated in advance to receive Bill Payments; or (iii) or to whom a payer desires to make a Payment.

"**Payer(s)**" means a commercial Cardholder who licenses ePayables from Bank or Company if making a Payment to a Payee.

"**Paying Bank**" shall have the meaning given to it in Regulation CC but generally means the bank at or through which a Check or Substitute Check is payable and to which it is sent for payment or collection.

"**Payment(s)**" means, as appropriate, (i) a Check, (ii) an Entry, (iii) a Transaction, including but not limited to, Transactions conducted through the Online Payment Processing Service, eZePay, AP Automation, or ePayables Services or, (iv) Funds Transfer.

"**Payment Data**" means Payment instructions containing at a minimum Settlement Account number(s), Payment amount, Payee name, and Payment Type.

"**Payment Facilitator**" means the Third-Party Service Provider who provides Equipment, Software, or services to Company or Bank in conjunction with Online Payment Processing Services or eZePay Service.

"**Payment Facilitator's Terms and Conditions**" means Payment Facilitator's sub-merchant terms and conditions, as may be periodically updated, located at www.propay.com/en-us/Legal/ProFac-Sub-merchant-Terms-and-Conditions.

"**Payment Processing Date**" means the date on which Company wants a Bill Payment to be processed.

"**Payment Portal**" means the or electronic portal accessible through the WAB branded website for initiating Payments for processing via the WA IP Services.

"**Payment Type**" means the manner in which a Payment is made (e.g., ACH, wire, check, internal book transfer or VCN).

"**Positive Pay**" means the service offered through Business Online Banking where Company can manage, approve, and return Checks presented for payment on an Account by verifying Check amount and Check number.

"**Primary Account**" means the billing account designated by Company on the applicable Setup Form for settlement of any fees or charges related to the Services.

"**Primary Administrator**" means that individual designated on the Setup Form as the primary Administrator for Company's BOB or other Service, as the case may be, Profile and relationship.

"**Primary Company**" means the Company (i) identified by name and EIN on the applicable Setup Form and Business Online Banking Acknowledgement and Authorization and (ii) whose profile is used to establish Service relationship and to which Accounts may be linked.

"**Processing Date**" means a Business Day on which Bank receives a Request File in conjunction with the Check Print & Mail Service.

"**Profile**" means the profile established on BOB under which Company, any Related Companies and related Consumers are linked and Services are entitled.

"**Protected Information**" means the non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and any related Addenda Record.

"**RDC**" means the remote deposit capture service offered by Bank.

"**RDC Administrator**" means the security role within RDC authorized to add other users, to reset passwords, to determine who will be authorized to use RDC on Company's behalf and to assign security roles to them, and to both process and approve Checks deposited through RDC.

"**RDFI**" means Receiving Depository Financial Institution as defined by the Rules.

"**RLOC**" means a Commercial Non-Formula Revolving Lines of Credit (Note Type 112).

"**RTP®**" means Real-Time Payments as that term is used and/or defined by TCH.

"**RTP Funds Transfer Service**" shall have the meaning given to it in Section 12 of the Real-Time Payment Services (Receive) Service Description.

"**RTP Network**" means the centralized RTP network developed and operated by TCH.

"**RTP Rules**" means RTP System Operating Rules that govern the RTP Network as published by the TCH.

"**Regulation CC**" means, collectively, the regulations codified at 12 C.F.R. Part 229.

"**Related Company**" or "**Related Companies**" means each Account Holder identified on Primary Company's Setup Form and linked to Primary Company's Profile for Business Online Banking.

"**Remote Checks**" means remotely created checks as defined by the Code and/or Regulation CC.

"**Remittance Materials**" means corresponding invoices, remittance statements, scannable coupons, correspondence items, any other documents or papers, and envelope.

"**Reserve Account**" means a Deposit Account established and funded at Bank's request or on Company's behalf.

"**Request(s)**" means a request made by Company or Authorized Representative(s) to Bank to initiate, cancel, or amend a payment order (as defined in the Code) made in the name, or having the unique identifier, of Company (as sender) requesting that funds belonging to, or under the control of, Company be transferred to a specified account or beneficiary.

GLOSSARY

"**Request File**" means an electronic file containing Payment Data for multiple Payments or Requests from Company, where such Payments or Requests may be completed through different Payment methods and/or delivery channels.

"**Reverse Positive Pay**" means the service offered through Business Online Banking that allows Company to review Checks presented to Bank for payment to determine whether the Checks should be paid or returned.

"**Risk Assessments**" shall have the meaning given to it in Article Eight of the Nacha Operating Rules.

"**Rules**" means collectively the Nacha Operating Rules and Guidelines and any local ACH association rules or guidelines.

"**SDN**" means the list of Specially Designated Nationals.

"**SFTP**" means secure file transfer protocol.

"**Security Devices**" means those certain procedures and security devices, which may include without limitation, codes, tokens (e.g., RSA SecurID® Device), encryption, passwords, and other security devices, systems, hardware, access device, software and any supplemental authentication tools that are used by Company.

"**Security Procedures**" means the Security Devices, security procedures, or Alternative Security Procedures, as applicable, designed to verify the authenticity (but not errors in transmission or content, including discrepancies between Account names and numbers) of Communications.

"**Service Description(s)**" means the service descriptions, including any schedules and exhibits to the same, that describe the applicable Service or Services, the functionality thereof and any terms and conditions applicable to each as may be attached to the Agreement or provided to Company by Bank separately.

"**Service(s)**" means, generally, the service or services selected by Company on the applicable Setup Form and/or as described herein.

"**Settlement Account**" means: (1) generally, any Deposit Account designated by Company for settlement of all transactions initiated by Company in connection with any service described in this Agreement, including, Payments, FX Transactions, WA IP Services; or (2) with respect to Online Payment Processing Services, a Deposit Account(s) designated by Company as the account(s) to be debited and/or credited, as the case may be, by Payment Facilitator or for Transactions, fees, Chargebacks, and other amounts due under or in connection with the Online Payment Processing Services..

"**Setup Form**" means, as applicable, the Treasury Management Services Enrollment Form, the applicable Business Online Banking Acknowledgement and Authorization, Alliance Association Bank Enrollment Form, Supporting Documents and/or any other Service enrollment or implementation form completed, including all modifications, renewals and substitutions thereof, and signed by Authorized Representatives.

"**Software**" means generally any software program used and/or offered in conjunction with this Agreement or any of the Services.

"**Sub-Account(s)**" means the Deposit Account(s) that are related or tied to a Master Concentration Account.

"**Substitute Checks**" means substitute checks as defined in Regulation CC.

"**Supported Currency(ies)**" means those freely convertible foreign Currencies acceptable by Bank for deposit into Multi-Currency Accounts.

"**Supporting Documents**" means any user guides, user manuals, specification forms, maintenance forms, questionnaires, testing documents, the Alternative Security Procedures Agreement (as applicable), schedule(s) of Cutoff Times, Fee Schedules , pricing materials, file transfer protocols, guides, exhibits, schedules, terms and conditions that are related to a particular service provided to Company, and/or other user materials or implementation materials applicable to the Services contemplated in the Agreement.

"**TCH**" means The Clearing House Payments Company LLC.

"**Target Balance**" means the target or peg Account Balance (which can be set to any number equal to or greater than zero (0)) established by Company for the Master Concentration Account or Sub-Accounts, as applicable, and provided on the applicable Setup Forms.

"**Third-Party Items**" means all Checks with third-party endorsements and Checks that are payable to a Payee other than Company (including but not limited to Acceptable Payees) or jointly to Company and a second Payee for deposit into Company's Lockbox Account.

"**Third-Party Service Provider**" shall have the meaning given to it in Article Eight of the Rules.

"**Third-Party Sender**" shall have the meaning given to it in Article Eight of the Rules.

"**Trading Losses**" means all losses, damages, costs, margin obligations and expenses incurred by Bank arising from (i) Company's failure to satisfy its obligations under one or more FX Transactions, or (ii) the execution of any FX Transaction.

"**Transaction**" means a transaction using a Card conducted between a natural person or legal entity and Company in which consideration is exchanged between the person or legal entity and Company.

"**Transaction Data**" means the written or electronic record of a Transaction.

"**URL**" means a uniform resource location.

"**Unauthorized Use**" means any unauthorized disclosure, possession, use, or knowledge of Confidential Information.

"**Usage Data**" means the data derived by Bank or Payment Facilitator from Company's use of Online Payment Processing Services.

"**User(s)**" means Company, Administrators, any alternate Administrators, Authorized Representatives, End Users, or other individual end users, who may or may not be authorized signers on an Account, of the Services, as authorized by Company or Administrator.

"**Vault Services**" means those coin, currency, cash or non-cash items submitted for deposit as described in the Vault Service Description.

"**Vendor**" means a supplier or service provider used by Company.

"**Vendor Enrollment Service**" means a program offered by Bank or its service providers that allows Company to give its Vendors the option to convert from traditional Payment Types to electronic Payment Types.

"**Virtual Card**" means a digital payment method issued via a website or an application from Bank or its service provider.

"**Virtual Card Number**" or "**VCN**" means a unique randomly generated 16-digit Card number linked to Company's Card account.

"**Virtual Lockbox**" means the ability to scan Checks and other Remittance Materials directly from a Company location via Bank-approved scanner and transmit images thereof electronically to the Lockbox for credit to Company's Lockbox Account.

"**Wireless Device(s)**" means a wireless, web-enabled cell phone or other type of mobile device.