

**Treasury Management Service
Terms and Conditions**



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INTRODUCTION

Thank you for choosing First United Bank for your Treasury Management business needs. We appreciate the opportunity to serve you. If you have any questions about our Services or about this Booklet, please contact your Treasury Management representative.

The General Terms and Conditions and separate sections for the Services within this Booklet also contain capitalized terms which are defined therein.

This Booklet contains the terms and conditions under which we provide you with Services. It is used in conjunction with the terms and conditions applicable to the deposit accounts for which Services are provided. Please read this Booklet carefully and keep it for your records.

Some Services may require Company to complete additional forms, which provide Bank with necessary information to set up the Service. If required, those additional forms must be completed by you before using the applicable Service. The additional forms, if completed, are incorporated herein by reference and made a part of this Booklet. You may begin using the Service when we have received all required and properly executed forms.

Part I below is the General Terms and Conditions that apply to all the Services. Following the General Terms and Conditions are the Service Sections which contain the terms and conditions applicable to each Service.

By signing the Treasury Management Services Enrollment Form ("**Enrollment Form**"), the entity designated in the Enrollment Form ("**Company**," "**you**," "**your**," "**yours**") acknowledges and agrees that it has received, read, and understands First United Bank's ("**First United Bank**," "**Bank**," "**our**," "**we**," "**us**") Treasury Management Service Terms and Conditions Booklet ("**Booklet**" or "**Agreement**") in the form attached hereto and the Company agrees to be bound by the terms and conditions of the Booklet, the Enrollment Form and any Schedules described therein.

After the Company executes the Enrollment Form, the Company may from time to time request the Bank to provide any of the services described in the Booklet ("**Services**"). The Company may begin to use any such Service once Bank has approved such use and has received all required properly executed forms. By enrolling for the use of any Service, or by using or allowing any others to use any Service in relation to any of Company's Accounts, Company accepts and agrees to the terms and conditions of Part I of this Booklet, which is applicable to all Services, as may be in effect from time to time. Company also accepts and agrees to the terms and conditions of those Sections in Part II of this Booklet governing the specific Service(s) Company has selected in the Enrollment Form. Terms defined in Part I are applicable to all of the terms contained in this Booklet. Terms contained within Part II are applicable only to the provisions of the Service contained in the Service Section in which the term is defined. In the event of a conflict between the terms in Part I and the terms in Part II, the terms in Part II shall control.

The Company warrants and certifies that the Company has taken all action required by its organizational or constituent documents to authorize the Company representative to execute and deliver on behalf of the Company the Enrollment Form and any other documents the Bank may require with respect to the Services.

PART I: GENERAL TERMS AND CONDITIONS. The following terms and conditions apply to all the Services provided by Bank. These Services currently include, but are not limited to, the First United Bank Online Banking Service, ACH Origination, ACH Block Service, Online Wire Transfer of Funds, Bill Payment Service, Remote Deposit Capture Service, Positive Pay, Electronic Data Interchange (**EDI**) Service, Zero Balance Account (**ZBA**) Service, Line of Credit Sweep, BAI Electronic Reporting Service, Mobile Remote Deposit Capture, Lockbox Remittance Processing Service, Payroll Cards, and Repo Sweep Accounts. Bank and Company agree that this Booklet shall also govern all new Services used by Company in the future. Bank agrees to provide and Company agrees to purchase certain Services provided for and described in this Booklet and agrees to such terms and conditions of this Booklet. Company agrees as follows:

1.1 Authority, Representations and Warranties. Company hereby warrants that it has full right, authority and power to agree to the terms of this Booklet and that execution of the Enrollment Form has been duly authorized by necessary governing bodies or executive officers, as the case may be. Company agrees to supply Bank any information that the Bank may reasonably request including, but not limited to, such documents as may be satisfactory to the Bank which establish the authority of any representative to enter into or act on behalf of Company in regards to this Booklet or to enter into the Services and or to perform any other act contemplated under this Booklet.

Company further warrants that it is validly existing and in good standing under the laws of the applicable state and any consent or authorization of any governmental authority or third party required to be obtained by Company in connection with this Booklet or any Treasury Management Service used or performed has been obtained.

You acknowledge, represent and warrant that the Services will not be used for accounts established primarily for personal, family or household purposes. Specifically, you acknowledge, represent and warrant that the transfer of funds from your Accounts is for business purposes and not for personal, family or household purposes. Accordingly, the provisions of the federal Electronic Fund Transfer Act, as amended, and the Consumer Financial Protection Bureau's Regulation E, as amended, and any other laws or regulations, as well as any terms or provisions of this Booklet, intended for the protection of consumers or governance of transactions involving consumers or consumer accounts do not apply to any Service transactions affecting your Accounts.

1.2 Deposit Account Terms and Conditions. Company acknowledges and agrees that Company's demand deposit accounts maintained with Bank (individually "**Account**," collectively "**Accounts**") are an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Booklet are subject to the terms and conditions of the rules, regulations and agreements ("**Terms and Conditions**") governing accounts in effect from time to time between Company and Bank including without limitation, the arbitration provisions. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Booklet shall control over any inconsistent terms and conditions of the Deposit Account Agreement. Company acknowledges that it has signed and executed all agreements, resolutions, signature cards and forms governing Company's demand deposit account required by Bank. If Company has not signed the foregoing forms required by Bank, by signing the Enrollment Form, Company acknowledges that it has read the contents of and agrees to be bound by the terms of those forms, agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on Company's account. Company also agrees to establish all accounts that must be opened in conjunction with the Service provided by Bank.

1.3 Required Deposit Balance. If required by Bank, Company agrees to maintain the minimum collected balance ("**Required Deposit Balance**") in the amount and in the account specified in the Service terms and conditions of the specific Services selected and designated by Company.

1.4 Services Requested by Company. Bank shall perform the Services selected by Company in accordance with the Service terms and conditions contained herein and the operating instructions of the selected Service. "Operating Instructions" shall mean any information provided by Bank to Company and any information provided by Company to Bank giving instructions for use of the Service. The Operating Instructions, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Booklet, are made a part hereof. Some of the Services require Company to complete and provide to Bank information or documentation in, or as part of the Enrollment Form, schedules, addenda, Operating Instructions, in-put forms or other documents required in connection with these Services. Company's use or continued use of each of such Services will be conditioned on and subject to Company entering into, or completing and providing to Bank, the foregoing when Bank so requests. Use of a Service under an existing agreement for such treasury management service will constitute affirmation that Company agrees to and is bound by the terms and conditions of this Booklet and the applicable Service terms and conditions and not the existing agreement.

1.5 Effective Date. The effective date of this Booklet shall be the date upon which the Enrollment Form is executed by Company and accepted by Bank. Once the Company has signed the Enrollment Form, the Company may request the Bank to provide Services which are provided for in this Booklet. Company may begin to use any such Service once Bank has approved such use and has received all required properly executed forms. Bank shall have no obligation to deliver or render the Service(s) until Bank has approved such use and received all required and properly executed forms. The effective date of the terms of a Service contemplated in Part II of this Booklet shall be the date upon which Bank approves Company's use of the Service or the date on which Company uses the Service.

1.6 Data and Information Supplied by Company. Company shall transmit or deliver data and other information in the format and on the media as provided for in each Service Section terms and conditions contained herein and the Operating Instructions or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by Company. Company shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Company acknowledges and agrees that Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by the Company. The data transmitted by Company must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to Company for failure to process, the data if it is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data that is rejected as the result of Company's failure to provide the data in accordance with the standards specified in the Service terms and conditions and the Operating Instructions.

1.7 Update Notice. Company shall provide written notice to Bank of any changes to the information previously provided by Company to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by Bank within 5 Business Days of the change. Company shall provide any additional information requested by Bank within 5 days of such request.

1.8 Security Procedures. Bank shall provide Company with a User ID and/or passwords (collectively, a "**Security Code**") to access certain Services. The use of the Security Code, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service ("**Security Procedure**"). The Security Procedure is not designed for the detection of errors. We may require you to change your Security Code from time to time for security reasons. You should keep your Security Code in a secure location. Any person having access to your Security Procedures will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Security Procedures. Providing these Security Procedures to another person effectively constitutes a grant of authority to access your Accounts.**

a. You agree to comply with the Security Procedures and any other procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, Security Code, password, personal identification number, user

identification technology, token, certificate, layered security, software or other element, means, or method of authentication or identification used in connection with a Security Procedure (“**Security Devices**”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Booklet or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transactions initiated by you and that you bear the sole responsibility for detecting and preventing such error.

b. You agree to appoint and designate, in the Enrollment Form, an Administrator person(s) (“**Administrator(s)**”) who will be authorized and responsible for creating and maintaining subsequent User IDs, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service (“**User**”), and providing new and subsequent Security Devices to those Users. Bank will provide Company’s designated Administrator, through United States postal mail, e-mail and/or other delivery service selected by Bank at Bank’s option, with a User ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Company understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Company will be required to use the Security Device each time it accesses the Services. Company acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds.

You agree that Users will not give their Log-in IDs or Passwords, or make them available, to any other person. You are solely responsible for use and control of passwords issued to Users. Because Log-in IDs and Passwords (and Tokens, if applicable) can be used to access funds in any of your Accounts accessible via Online Banking and to access information about any of your Accounts, subject to limitations set by the Administrator, you are responsible for the Administrator and the Users treating their Log-in IDs and Passwords (and Tokens, if applicable) with the same degree of care and secrecy that you use to protect other sensitive financial data, but not less than reasonable care. You acknowledge and agree that First United Bank is not responsible for transactions performed by unauthorized Individuals using your, or your Users, valid Log-in IDs and Passwords.

Online Banking access will be suspended in the event a Password is entered incorrectly on three (3) consecutive access attempts. If this happens to the Administrator or a User, please contact our Treasury Management Department at 1-580-634-6116.

The access of any User will be terminated (i) in its entirety, as a result of the failure of the User to consent to the then current version of this Agreement or (ii) with respect to the applicable accounts, (a) as a result of the failure of the authorizing Bank customer to consent to the then current version of this Agreement or (b) the Bank customer revoking or limiting the access or the User. We assume no responsibility to discover, audit or report to you any possible breach of security by your agents or Users, or unauthorized disclosure or use of your User(s) User IDs or Passwords. In the event that you suspect any compromise of security (whether or not involving your employees, agents, or Users), you shall promptly notify us by calling us at 1-580-634-6116.

c. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney’s fees, caused by your, your employees’, or agents’ failure to keep the Security procedures or Security Device confidential and secure.

d. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

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

1.9 Physical and Electronic Security.

a. Company is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Company's possession or under Company's control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Company's own discretion and risk, and Bank is not responsible for any damage to Company's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on Company's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Company's operating systems or accessed through an Internet connection.

b. Company acknowledges and agrees that it is Company's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Company agrees to educate User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Company acknowledges that Bank will never contact Company by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. Company agrees that Bank is not responsible for any losses, injuries, or harm incurred by Company as a result of any electronic, e-mail, or Internet fraud.

c. In connection with transactions processed via Online Banking, you shall:

.1 employ commercially reasonable measures to provide fraudulent transaction detection systems and/or processes to screen the entries in order to minimize the risk of fraud related to transactions initiated via Online Banking;

.2 use commercially reasonable security technology providing a level of security that, at a minimum, is designed to detect and prevent fraudulent transactions; and

.3 conduct an annual security audit to ensure compliance with the foregoing.

d. You shall review all of your Accounts on a daily basis to detect any unauthorized transactions. To prevent unauthorized transactions, you shall limit access to your Access Devices to authorized persons through appropriate security measures. Your Access Devices shall be turned off when not in use, except for short term periods during normal business hours.

e. You agree to cover your contractual liabilities assumed under this Agreement with fidelity, computer fraud, identity theft and errors and omissions insurance policies in amounts commensurate with the level of financial risk associated with the use of such devices. Such policies shall, at a minimum, cover losses incurred due to the action or inaction by any person, authorized or not, who had access to your Devices. A certificate of insurance shall be furnished to the Bank upon request. The insurance policies requested regarding the foregoing coverage may not contain any material exclusions or deductibles.

f. In the event of a breach of the Security Procedure, Company agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Company further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Company, Company's agents, law enforcement agencies, or any other third party. Failure of Company to assist Bank shall be an admission by Company that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Company or who obtained information facilitating the breach of the Security Procedure from Company and not from a source controlled by Bank.

1.10 Hardware and Software. Company understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of the Service and that fulfills Company's obligation to obtain and maintain secure access to the Internet. Company understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Services, including, but not limited to, telephone service or Internet service charges. Company is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Services. Company understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Services and the cost thereof, and Company hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Company or third-party employees. Bank is not responsible for, and

Company hereby releases Bank from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver Services. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Company's computer hardware or software. In addition to installing antivirus software, Company hereby agrees to scan its computer hardware and software on a regular basis (one or more times per month) using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the Services, Company shall only use the hardware approved in advance by Bank and shall only use such software as is approved in advance by Bank.

All right, title and interest in and to (a) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "**Software**"), and (b) any and all users guides, instructions and other documentation provided to, or used by, Company in connection with the Services (everything in this clause (b) collectively, the "**Documentation**") shall be, and remain, the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, Company may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

1.11 Internet Disclaimer. For any Service described herein utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Company's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Company's ability to connect to the Internet, or Bank's ability to connect to the Internet on Company's behalf.

1.12 Service Limits. Company agrees that Bank may establish limits or restrictions on Services provided in this Booklet and that Bank may amend those limits without notice. The limits or restrictions may apply to transaction amounts, types of accounts that are eligible for the Service, the frequency of the transactions or any other limits or restrictions that Bank deems necessary. Company agrees to abide by and honor the limits or restrictions established by Bank. Company also agrees that Bank shall have no liability to Company for refusal to process any transaction or to act on any request by Company that exceeds the limit or restriction.

1.13 Financial Information and Audit. Bank may from time to time request information from Company in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by Bank. Company agrees to provide the requested financial information within a reasonable period of time upon request by Bank, in the form required by Bank. Company authorizes Bank to investigate or reinvestigate at any time any information provided by Company in connection with this Booklet and the Services. Upon request by Bank, Company hereby authorizes Bank to enter Company's business premises for the purpose of ensuring that Company is in compliance with the terms of this Booklet, applicable laws and regulations, and the NACHA Rules and Company specifically authorizes Bank to perform an audit of Company's operational controls, risk management practices, staffing and the need for training and ongoing support, compliance with the NACHA Rules and this Booklet, and information technology infrastructure. Company hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Company's location(s) and Company shall comply with any such mandate. In addition, Company hereby agrees to allow Bank to review available reports of independent audits performed at the Company location related to information technology, the Service and any associated operational processes. Company agrees that if requested by Bank, Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Company. If Company refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Company is unacceptable, if Company violates the Service terms and conditions or the Rules, or if Company refuses to give Bank access to Company's premises, Bank may terminate the Service and this Booklet according to the provisions hereof.

1.14 Changes and Modifications. Bank may amend, add to, modify or delete the terms or replace this Booklet in its entirety at any time, in its sole discretion, by giving notice to Company. Notice of an amendment to this Booklet may be given by Bank to Company in any manner selected by bank including, but not limited to, written notice mailed to Company's address on Bank's records, email, posting amendments on Bank's Website, or providing Company with a new Booklet with amendments to this Booklet. Notwithstanding the foregoing, Bank may amend the Schedule of Fees at any time, in its sole discretion with or without notice. In the event performance of the Service provided herein in accordance with the terms of this Booklet would result in a violation of any present or future statute, regulations or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Booklet, then this Booklet shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of

such violation or amendment. Any practices or course of dealings between Bank and the Company, or any procedures or operational alternatives used by them, shall not constitute a modification of this Booklet, nor shall they be construed as an amendment to this Booklet.

1.15 Deadlines. Company shall deliver or transmit all data or information to Bank by the deadline(s) specified in the Service terms and conditions and the Operating Instructions. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

1.16 Company's Duty to Inspect. Bank will provide notice of receipts of deposits to Company's Accounts with Bank on Company's periodic Account statement. If Company uses Bank's information/balance reporting services, Company can also receive notice through various mailed reports or terminal printouts. Company shall inspect all reports, journals, and other material evidencing the output of the Service(s) performed by Bank. Company is responsible for detecting and reporting to Bank any discrepancy between Company's records and the records Bank provides to Company. Company must report all errors to the Bank for Services performed and reported to Company daily by the close of business on the banking day following the day on which the report, journal or other material evidencing the output of the Services is rendered. Company must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Failure of Company to promptly report errors within such specified time shall preclude Company from asserting the error, discrepancy or any loss caused by the error against the Bank.

1.17 Checks and Other MICR Documents. Company shall purchase all checks and other Magnetic Ink Character Recognition ("MICR") documents from vendors selected or approved by Bank. In the event that Company selects its own vendor for checks or other MICR documents, Company must contact Bank to obtain the proper check specifications. If Company encodes the amount or other information on checks, deposits or other items in magnetic ink, Company warrants that the information encoded is accurate and correct. In the event that the information is not encoded correctly, Bank shall have no liability for any loss, claim, action, or expenses, including reasonable attorneys' fees, arising out of such error.

1.18 Remotely Created Checks. If Company uses a Service wherein Company creates or deposits a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, Company warrants to Bank that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

1.19 Payment for Services. Company agrees to pay Bank the charges for the services provided in connection with this Booklet, as may be set forth from time to time in the Schedule of Fees.

Company may contact the Treasury Management Department at 580-634-6116 or via e-mail at treasurymanagement@firstunitedbank.com, to obtain a current Schedule of Fees. All fees are subject to change from time to time by Bank, in Bank's sole discretion, with or without any notice.

Company authorizes Bank to deduct any charges for the services from any account Company has with the Bank, even if such deductions cause an overdraft in the account. Should Company fail or refuse to pay any charges under this Booklet, Company agrees to pay all collection costs (including reasonable attorney's fees) which may be incurred by Bank. Bank shall have the right to increase or decrease any charges imposed for the Services.

In addition to the Service fees, Company agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Booklet, 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.

1.20 Security Interest. To secure the payment and performance of Company's obligations set forth herein, Company grants to Bank a security interest in and pledges and assigns to Bank all of Company's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of Company to Bank under this Booklet or any other obligation of Company to Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

1.21 No Obligation to Lend Money. Company and Bank covenant and agree that nothing in this Booklet shall be deemed to constitute a credit facility of any kind or nature whatsoever in favor of Company even if the Services rendered are in conjunction with a line of credit or even if the Service terms and conditions or the Operating Instructions make reference to a line of credit. Company represents and warrants to Bank that it understands and acknowledges that this Booklet does not create any right to borrow funds from Bank and that Bank has no obligation to lend funds to Company in providing the Services that are the subject of this Booklet. In the event that Bank shall perform a Service for Company that creates an overdraft on the Company's account(s) such action(s) by Bank will not establish a course of dealing or conduct between the parties that would require Bank to perform any subsequent Service which would also create an overdraft.

1.22 Stop Payment Orders. Unless otherwise specified in the Service terms and conditions or Operating Instructions, any stop payment order which Company wishes to place on a check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Bank's normal stop payment procedures for other accounts in effect at that time.

1.23 Bank Shall Not Examine Items. Company acknowledges and agrees that Bank will not examine checks, drafts and other items issued by Company or payable to Company and received by Bank and processed in conjunction with the Service rendered by Bank. Therefore, legends and other instructions placed on items by Company or other parties, such as, but not limited to, "not valid over \$500," "void after 90 days," "full accord and satisfaction," shall not be discovered by Bank, shall not be binding on Bank and shall not be enforceable against Bank. Likewise, Bank shall not discover alterations, postdated checks, stale dated checks, number of required signatures on checks, or discrepancies between the amount of the check or item as written in numbers and words, or other irregularities on the face of the check or item. Company further acknowledges and agrees that Bank shall not be liable to Company for any loss that Company may suffer as the result of Bank's processing items containing such legends, instructions, irregularities or signature requirements.

1.24 Privacy and Confidentiality.

a. Privacy Policy. The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

b. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by you and your customers in connection with this Booklet and any applicable Service Section is confidential. Bank shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Booklet and any applicable Service Section, or to any other party to which the Bank may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Booklet and any applicable Service Section all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. Bank and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Booklet, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Bank in connection with this Booklet and any applicable Service Section or supplied or made available to you by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of this Booklet.

1.25 Notices. Any notice or other communication required or permitted to be given under this Booklet to Company may be delivered or sent by U.S. Mail or private courier to the address provided for on the Enrollment Form for Company, by electronic delivery to the email address on file for Company, or any other method allowed by law, and unless otherwise provided herein, such notices shall be deemed given to Company when sent.

Any written notice or other communication required or permitted to be given under this Booklet to Bank may be delivered or sent by U.S. Mail to Bank at the following address: First United Bank, Treasury Management Department, 2011 Texoma Parkway, Sherman, Texas 75090 or PO Box 1234, Sherman, Texas 75091-1234, Phone number 580-634-6116, unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise stated herein, any such notices to Bank shall be deemed given when received.

1.26 Limitation of Liability and Indemnification. Without limitation on any similar provisions set forth in the terms and conditions for each Service, Company agrees:

a. THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO COMPANY OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY COMPANY OF ANY SERVICE EVEN IF COMPANY, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO COMPANY UNDER THIS BOOKLET SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE FOREGOING, BANK SHALL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS OF COMPANY OR COMPANY'S AGENTS OR OF ANY THIRD PARTY, INCLUDING BANK'S VENDOR, ANY FEDERAL RESERVE BANK, ANY COURIER SERVICE, THE NATIONAL AUTOMATED CLEARINGHOUSE ASSOCIATION ("NACHA"), ANY TRANSMISSION OR COMMUNICATIONS FACILITY, OR ANY OTHER THIRD PARTY INVOLVED WITH THE SERVICE. NO SUCH THIRD PARTY SHALL BE DEEMED BANK'S AGENT. SUBJECT TO THE LIMITATIONS IN THIS BOOKLET AND UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, ANY DAMAGES OR OTHER COMPENSATION DUE COMPANY IN CONNECTION WITH THIS BOOKLET OR THE SERVICE SHALL BE LIMITED TO THE LESSOR OF: (A) COMPANY'S ACTUAL AND DIRECT DAMAGES, (B) THE AMOUNT OF THE TRANSACTION TO WHICH THE ERROR, OMISSION, OR OTHER DISCREPANCY RELATES, OR (C) THE AMOUNT OF FEES RECEIVED BY BANK UNDER THIS BOOKLET FOR THE SERVICE FOR WHICH THE CLAIM IS MADE DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

c. COMPANY ACKNOWLEDGES AND AGREES THAT COMPANY'S USE OF THE SERVICES SHALL BE AT COMPANY'S SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

d. EXCEPT AS EXPRESSLY SET FORTH IN THIS BOOKLET, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO COMPANY OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. COMPANY AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS BOOKLET OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

e. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO COMPANY AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, COMPANY'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, COMPANY'S SOFTWARE, OR COMPANY'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT COMPANY USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

f. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF COMPANY'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO COMPANY IN CONNECTION WITH THIS BOOKLET, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM COMPANY TO BANK OR FROM BANK TO COMPANY. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING COMPANY OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF COMPANY'S COMPUTER HARDWARE OR SOFTWARE.

g. WITHOUT LIMITATION ON THE FOREGOING, COMPANY AND NOT BANK, WILL BE RESPONSIBLE FOR ALL CLAIMS OF ANY SORT BY THIRD PARTIES OR OTHERS ARISING OUT OF THIS BOOKLET, INCLUDING ALL LOSSES AND EXPENSES INCURRED BY BANK ARISING OUT OF COMPANY'S FAILURE TO REPORT REQUIRED CHANGES, TRANSMISSION OF INCORRECT DATA TO BANK, OR FAILURE TO MAINTAIN COMPLIANCE WITH THE LAWS, REGULATIONS AND RULES. WITHOUT LIMITING OR SUPERSEDING ANY LIMITATION OF LIABILITY PROVISIONS IN THE TERMS AND CONDITIONS GOVERNING EACH SERVICE, AND EXCEPT FOR THOSE LOSSES CAUSED DIRECTLY BY BANK'S GROSS NEGLIGENCE OR TO ACT IN GOOD FAITH, COMPANY AND NOT BANK, SHALL BE RESPONSIBLE FOR ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES AND EXPENSES ARISING FROM OR RELATED IN ANY WAY TO (I) ANY SERVICES PERFORMED IN CONNECTION WITH THIS BOOKLET, (II) BANK'S ACTION OR INACTION IN ACCORDANCE WITH OR RELIANCE UPON ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM ANY PERSON REASONABLY BELIEVED BY BANK TO BE AN AUTHORIZED REPRESENTATIVE OF COMPANY OR AUTHORIZED USER, (III) COMPANY'S BREACH OF ANY OF COMPANY'S COVENANTS, AGREEMENTS, RESPONSIBILITIES, REPRESENTATIONS OR WARRANTIES UNDER THIS BOOKLET, AND/OR (IV) COMPANY'S BREACH OF APPLICABLE LAWS, RULES OR REGULATIONS.

IN THE PERFORMANCE OF THE SERVICE, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION PROVIDED BY COMPANY, IRRESPECTIVE OF THE ACCURACY OR COMPLETENESS THEREOF, AND MAY RELY ON THE TERMS AND CONDITIONS OF THIS BOOKLET. BANK SHALL NOT BE RESPONSIBLE FOR PERFORMING ANY SERVICE NOT EXPRESSLY CONTRACTED FOR IN WRITTEN AGREEMENT WITH BANK.

BANK SHALL NOT BE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF TRANSFEREE INSTITUTIONS AND THEIR PERSONNEL WHO ARE NOT AGENTS OF BANK. BANK SHALL NOT BE RESPONSIBLE FOR COMPANY'S ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM COMPANY) OR THOSE OF ANY OTHER PERSON AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT.

COMPANY HEREBY RELEASES BANK FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM, OR RELATED TO, ANY COMPUTER VIRUS, UNAUTHORIZED INTRUSION OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH USING ELECTRONIC MAIL, THE INTERNET OR THE COMPANY EQUIPMENT.

COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BANK, AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY ACTIONS, CAUSES OF ACTIONS, CLAIMS, DAMAGES, LOSSES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) RESULTING FROM OR ARISING OUT OF OR RELATED TO, WITHOUT LIMITATION (A) THE ACTS OR OMISSIONS OF COMPANY OR ITS EMPLOYEES OR AGENTS INCLUDING NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF ANY WARRANTY OR FAILURE TO COMPLY WITH THIS BOOKLET; (B) ANY MISUSE OF THE SERVICE BY COMPANY, OR ITS EMPLOYEES OR AGENTS; (C) THE FAILURE OF COMPANY OR ITS AGENTS OR EMPLOYEES TO COMPLY WITH APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS; (D) ACTIONS BY THIRD PARTIES, SUCH AS AN INTRODUCTION OF A VIRUS, THAT DELAY, ALTER OR CORRUPT THE TRANSMISSION OF INFORMATION TO BANK; AND (E) COMPANY'S BREACH OF ANY OF COMPANY'S OBLIGATIONS UNDER THIS BOOKLET OR ANY OTHER AGREEMENT BETWEEN COMPANY AND BANK.

IN THE EVENT OF ANY LOSS SUSTAINED BY COMPANY WHICH IS NOT OTHERWISE EXCLUDED FROM LIABILITY AND ARISES OUT OF ANY MISDIRECTED OR UNAUTHORIZED PAYMENTS OR TRANSFERS RESULTING FROM EITHER GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY BANK, BANK'S LIABILITY SHALL BE LIMITED TO THE RETURN OF THE IMPROPERLY REMOVED OR TRANSFERRED FUNDS TO THE DESIGNATED ACCOUNT FROM WHICH THEY WERE REMOVED TOGETHER WITH INTEREST THEREON IN AN AMOUNT EQUAL TO THE INTEREST WHICH COULD OTHERWISE HAVE BEEN EARNED ON THE FUNDS MADE UNAVAILABLE TO COMPANY COMPUTED ON A DAILY BASIS AT THE FEDERAL FUNDS RATE IN EFFECT AT THE FEDERAL RESERVE BANK FOR THE PERIOD INVOLVED.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, BANK SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, EMERGENCY CONDITIONS OR OTHER CIRCUMSTANCES BEYOND BANK'S CONTROL. IN ADDITION, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN BANK'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN BANK'S REASONABLE JUDGMENT OTHERWISE WOULD VIOLATE 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.

1.27 Bank's Obligation; Attorneys' Fees. Bank agrees to use ordinary care in rendering Services under this Booklet and any applicable Service(s) provided in accordance with the Service Section(s). You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Booklet and any applicable Service Section or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Booklet and any applicable Service Section. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the foregoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

a. Access. We will not be liable under this Booklet for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

b. Your Computer Equipment & Your Software. We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Netscape Navigator®, Microsoft Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the First United Bank Online Service.

c. Any Transaction or instruction that: (i) exceeds your collected and available funds on deposit with the Bank; (ii) is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe may not be authorized by you; (iv) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) is not in accordance with any other requirement stated in this Booklet and any applicable Service Section or any Bank policy, procedure or practice; or, (vii) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

1.28 Compliance with Laws, Rules, and Regulations. Company agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions. Company further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, NACHA and any other clearinghouse or

other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

1.29 Prohibited Transactions. Company agrees not to use or attempt to use any Service (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Booklet. Company acknowledges and agrees that Bank has no obligation to monitor Company's use of any Service for transactions and activity that is impermissible or prohibited under the terms of this Booklet; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Booklet.

1.30 Relationship of Parties. Company and Bank acknowledge and agree that the relationship of Bank and Company is that of an independent contractor and that this Booklet does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

1.31 Force Majeure. The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Booklet which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by Company or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

1.32 Reimbursement. Any reimbursement by Bank for any liability hereunder may be made either directly to Company or by adjustment of the aggregate ledger and collected balances of Company's Accounts.

1.33 Indemnification. In addition to other indemnification and liability provisions elsewhere in this Booklet, Company will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Booklet, including all losses and expenses incurred by Bank arising out of Company's failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with the laws, regulations and rules. Without limiting or superseding any of the indemnification provided to Bank in the Service terms and conditions provided herein, except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, Company agrees to indemnify and hold Bank, its officers, directors, shareholders, agents, employees and affiliates, and their respected officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Booklet, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Company or Authorized User, (iii) Company's breach of any of Company's covenants, agreements, responsibilities, representations or warranties under this Booklet, and/or (iv) Company's breach of applicable laws, rules or regulations.

1.34 Termination. Company and Bank have the right to terminate this Booklet or any Service without cause upon ten (10) days advanced written notice to either party. Such notice sent by Company to Bank shall be sent to the address described in Section 1.25 contained herein. Such notice by Bank to Company may be sent to the address provided on the Enrollment Form or as provided for in Section 1.25. Such termination shall not be effective until it is actually received and acknowledged by Bank. Since the service cancellation request can take several days to process, Company should cancel all outstanding payment or transfer orders or other pending transactions, in addition to notifying Bank of its desire to terminate the Service. Bank will not be liable for payments, transfers, or other transactions not cancelled or payments, transfers or transactions made due to the lack of proper notification by Company of the Service termination or discontinuance for any reason. Bank reserves the right to terminate or suspend Company's use of the Service in whole or in part at any time with or without notice. Upon termination, Company shall return all software, hardware, storage media, procedures manuals, and all other property of the Bank. In the event of termination or suspension by the Bank or by the Company, the Company shall remain liable for all charges incurred through the date of termination. All substantive and procedural provisions hereof relative to liabilities of the parties shall survive any termination of this Booklet.

Notwithstanding the foregoing, Bank may terminate this Booklet and the Services immediately by giving written notice to Company if: (a) Company ceases to conduct business in the ordinary sense, (b) Company fails to perform or comply with any of the terms or conditions of this Booklet or the Service terms and conditions contained herein, or defaults under any other agreement between the Bank and Company, (c) if any proceeding for voluntary or involuntary bankruptcy, insolvency, or similar proceedings is commenced by or against Company.

1.35 Suspension of Services. Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend any Service, in whole or in part, at Bank's sole discretion and with or without notice to Company.

1.36 Arbitration and Waiver of Jury Trial. YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY SERVICE SECTION, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT

(COLLECTIVELY, ANY “CLAIM”), WILL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS OF THE DEPOSIT ACCOUNT TERMS AND CONDITIONS. With respect to disputes submitted to arbitration, Company and Bank each waive all rights to a trial by jury.

1.37 Governing Law. The rights and obligations of the parties to this Booklet shall be governed by the laws of the state of Oklahoma.

1.38 Fraud Detection. If you do not select to use the fraud detection or prevention processes, procedures, and systems that we have offered to you, such as the positive pay service, positive payee verification, or ACH Block Service, you agree that you are precluded from making a claim that a transaction that could have been detected or prevented through the use of the Service, is not authorized and you further agree that Bank shall not be liable to you for any such transaction.

1.39 Miscellaneous Provisions.

a. **Headings.** The headings and captions contained herein are included only for convenience of reference and do not define, limit, explain, or modify this Booklet or its interpretation, construction, or meaning.

b. **Severability.** The holding of any provision of this Booklet as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Booklet, which shall remain in full force and effect.

c. **Waiver.** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of Company shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

d. **Binding Effect.** This Booklet shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

e. **Incorporation by Reference.** The Enrollment Form or online screen instructions (including the Services and their respective Operating Instructions), as amended from time to time pursuant to the provisions hereof, shall be deemed incorporated herein by reference thereto and shall become a part of this Booklet as if fully set forth herein.

f. **Entire Agreement.** This Booklet constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Booklet.

g. **Transfers and Assignments.** Company cannot transfer or assign any rights or obligations under this Booklet without Bank's written consent. Bank may assign its rights and delegate its duties under this Booklet to a company affiliated with Bank or to a third party.

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

i. **Tapes and Records.** All magnetic tapes, Entries, security procedures and related records used by Bank for transactions contemplated by this Booklet shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making such information available to Company shall be paid by Company.

j. **Recording and use of Communications.** Company and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Booklet may be electronically recorded and retained by either party by use of any reasonable means. Bank shall not be obligated to make such recordings.

k. **Construction.** This Booklet is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Booklet, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.

l. **Business Day.** “**Business Day**” as used throughout this Booklet shall mean Monday through Friday excluding Federal Holidays. Federal Holidays typically include:

New Year's Day (Jan. 1)

Martin Luther King's Birthday (Third Monday in Jan,)

Presidents Day (Third Monday in Feb.)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in Sept.)

Columbus Day (Second Monday in Oct.)
Veterans Day (Nov. 11)
Thanksgiving Day (Fourth Thursday in Nov.)
Christmas Day (Dec. 25)

m. Use of Trademarks. Company may not use Bank's name or trademarks without the express written consent of Bank. If Company is permitted to use any of Bank's name, trademarks or promotional materials, Company will not indicate, directly or indirectly, that Bank endorses, or is connected in any way with, any of Company's goods or services.

n. Electronic Notices. We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with this Booklet.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, do not use e-mail. Instead, you should call us at the number provided in Section 1.25 above.

o. Hours of Operation. Our representatives are available to assist you from the hours of 8:00 a.m. to 5:00 p.m. Central Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Section 1.25 above.

p. Ownership of Website. The content, information and offers on our website are copyrighted by us and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Booklet, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's Online Banking Services sites are the trademarks, service marks or logos of Bank, or others as indicated.

q. Web-linking Practices. Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does it control, the content, products, or services provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

r. Geographic Restrictions. The Services described in this Booklet and any Enrollment Form for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and/or residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

PART II: ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SERVICES

SECTION ONE: FIRST UNITED BANK ONLINE SERVICE

This Section One governs Company's use of the First United Bank Online Service. Bank, in its sole discretion, may not permit Company to use the First United Bank Online Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Online Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Online Service. In any event, Company agrees that the use by Company of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

1.1 Definitions. The following terms and definitions apply when used in this Agreement.

"Access Device" means access equipment, including but not limited to a personal computer or a Mobile Device, which meets the requirements for use of the Service.

"Access Device System" means all software, hardware, Access Devices or other equipment necessary to access the Services.

"Account" or "Accounts" means one or more checking, savings, money market deposit or loan accounts that you have with us. If you have listed any Commonly Controlled Entities on Addendum 1 to the Treasury Management Services Enrollment Form, the term "Account" or "Accounts" shall also include the Accounts of the Commonly Controlled Entities.

"Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

"Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

"Administrator" or "Company's Online Administrator" means the person or persons you have authorized to have access to all account

information, including but not limited to Checking Accounts, Savings Accounts, Money Market Accounts, Loan Accounts, and Time Deposit Accounts. The Administrator or Company's Online Administrator will also be able to assign other users, including additional online administrators or any successor to an Administrator or Company's Online Administrator, who may not be signers on the accounts to the Online Service.

"Authorized User" or "User" refers to a person with authority (with respect to an account) who may legally access an Online Account and use the Services.

"Automated Clearing House" and "ACH" mean a facility that processes debit and credit transfers under rules established by a Federal Reserve Bank operating circular on Automated Clearing House items or under rules of an Automated Clearing House Association.

"Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.

"Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer, entered through Online Banking.

"Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.

"Bill Payment Cutoff Time" means 2 p.m. Central Time (CT) on any Business Day and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day.

"Business Day(s)" means Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

"Check" means a draft that is payable on demand, drawn on or payable through or at an office of a U.S. Financial Institution, whether negotiable or not, and payable to you, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or items payable in a medium other than United States currency or drawn on a foreign financial institution. The term Check includes a traveler's check drawn on or payable through or at a bank, and a money order.

"Check Image" means an electronic image of an Original Check (including a Substitute Check) created by you in connection with the Service.

"Copy" of an Original Check means any paper reproduction of an Original Check, including:

- A paper printout of an electronic image of the Original Check,
- A photocopy of the Original Check, or
- A Substitute Check.

"Deposit Account Agreement" has the meaning provided in Part I, Section 1.2.

"Designated Account" means your account at the Bank designated by you on our Online Check Deposit form into which the funds relating to your Check Images will be deposited. You may have more than one Designated Account.

"EFTPS" shall mean the Electronic Federal Tax Payment System provided by the U.S. Department of the Treasury.

"Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"Enrollment Form" means the Online Banking Enrollment form for business customers.

"Funds transfer" or "Transfer" means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.

"Item" means a Check or Check Image.

"Magnetic Ink Character Recognition Line" and "MICR Line" means the numbers, which may include the Routing Number, account number, Check number, Check amount, and other information, that are printed near the bottom of a Check in magnetic ink in accordance with American National Standard Specifications for Placement and Location of MICR Printing for an Original Check and American National Standard Specifications for an Image Replacement Document for a Substitute Check (unless the Federal Reserve Board, by rule or order, determines that different standards apply).

"Mobile Device" means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.

"Online Banking" or "Service" means the service(s) described in this Agreement.

"Original Check" means the first paper Check issued with respect to a particular payment transaction.

"Password" means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.

"Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online

Banking Services.

“Payment Instruction” means the information provided by you to us for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date)

“PC” means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.

“Security Code” means user ID and Password.

“Scheduled Payment Date” means the Business Day of your choice upon which your bill payment will begin processing (a Scheduled Payment Date of a non-Business Day will be considered to be the previous Business Day).

“Sufficient Copy” means a copy of an Original Check that accurately represents all of the information on the front and back of the original Check as of the time the original Check was truncated or is otherwise sufficient to determine whether or not a claim is valid.

“Transfer Day” means Monday - Friday, from 7:01 p.m. the previous Business Day to 7:00 p.m., Central Time (Standard or Daylight) and is applicable to Transfers. Holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

1.2 Setup and Use of Online Access Services.

a. Eligibility. You must have at least one eligible deposit or loan account with us. If you have more than one Account, under common ownership and tax identification number, we will “link” the Accounts together that are listed on the Enrollment Form. Accounts which are “linked” under the Services will have one common owner and signer. Any user, setup by the Company’s Online Administrator, acting alone, shall be authorized to access any linked account selected by the Company’s Online Administrator. Any non-linked account will not be accessible through the Service.

“Eligible Accounts” include the following: (a) Checking (Demand Deposit) Accounts, (b) Savings Accounts, (c) Money Market Accounts, (d) Loans, and (e) Certificates of Deposit

1.3 Security Procedure. You should keep your Security Code in a secure location. Any person having access to your Security Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding the Security Codes. Providing these Security Codes to another person effectively constitutes a grant of authority to access your accounts.

1.4 Access. Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Part I, Section 1.14. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.

1.5 Online Access Services.

a. Standard Online Products and Services Offered.

Company may use the Online Services to:

.1 Make transfers between Accounts you may have with us.

.2 Make Payments to a Payee from your Account(s) (Bill Payment Service).

.3 Obtain Account balances. Your “current” account balance is generally current as of 9:00 a.m. Central Time (Standard or Daylight) of each Business Day, but may not include recent transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.

.4 Review recent transactions on your Accounts.

.5 Transfer money to make loan payments (except First United Bank Mortgage loans).

.6 Access a variety of tools and services within Online Banking to help you better manage your finances. This includes account aggregation, bill analyzer, budget tools, and other tools to help manage your accounts. These tools and services are explained within Online Banking.

.7 Issue stop payment orders.

.8 View/Print copies of your deposit account statement from the last 182 days, view/print copies or your deposit account eStatements for the last 365 days, view/print Account Analysis Statements, and view/print various notices.

.9 Additional Treasury Management modules are available upon enrollment.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us.

b. Additional Services. Additional services may be included in an update to this Agreement to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at www.firstunitedbank.com. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

c. Restrictions; Limits. In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds or have been granted access by the Company's Online Administrator. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

d. The Bank's Rejection of Banking Services Requests. We shall have the right, but not the obligation, to reject any request transmitted via Online Banking if the request was incomplete or inaccurate in any respect, if the request involves a transfer of funds from an Account in which there are insufficient available funds to cover the request or if the request was not made by you. Should we, at our sole option, elect to honor a transfer request against insufficient available funds, you agree to pay us immediately upon demand any overdraft amounts, together with any and all overdraft fees, interest and charges that may be assessed against your Account.

e. Third Party Providers. The Bank may, at its option and consistent with common industry practice, subcontract or outsource certain functions relating to the Bank's provision of Online Banking services to one or more affiliated or non-affiliated third party providers ("**Third Party Provider**"), including, but not limited to, data and content providers, technology vendors and data processors, and that both the Third Party Provider and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Third Party Provider is an independent contractor providing software and data transmission services and is not the agent of you or the Bank. Neither the Bank nor the Third Party Provider is responsible for the actions or omissions of the other. The Bank shall not be responsible for any losses, liabilities, or damages caused by the acts or omissions of any Third Party Provider or its employees, agents, contractors, information providers or other suppliers, or affiliates.

1.6 Additional Information about the Services.

a. Account Access. Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

b. Processing Fund Transfers. We can process a Transfer until 6:00 p.m. Central Time (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day. A unique reference number is assigned for each Transfer request you make, regardless of whether the Transfer is successful or unsuccessful.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("**NSF**") charges that may apply.

c. Canceling Transfers. You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

d. Transfer(s) from Savings/Money Market Deposit Accounts. Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per calendar monthly statement cycle. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each calendar monthly statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

e. Electronic Communications and Notifications.

.1 E-Mails. You agree to keep the Bank apprised of your current email address in accordance with the Bank's standard Online Banking enrollment and maintenance procedures. You may communicate non-sensitive information electronically to the Bank by sending messages via Online Banking's email feature. Similarly, the Bank may communicate non-sensitive information electronically to you via email. Email sent to the Bank may be delayed; therefore, if you need the Bank to receive information concerning your Account immediately (e.g., to stop payments, to report a lost or stolen Device or to report unauthorized use of your Account), you must contact the Bank in person or by telephone at 1-580-634-6497. We will retrieve your email messages periodically during each Business Day and we will try to respond to your email messages as soon as reasonably practicable. It is your responsibility to verify that all email messages sent by you are received by

us. Email should not be used for the transmission of any confidential information, including, without limitation, account numbers, User IDs and Passwords, and not to give instructions to change or confirm your User IDs or Passwords via email. The Bank will not send you email requesting confidential information such as User IDs or Passwords. If you receive such an email purportedly from the Bank, do NOT respond to the email and notify the Bank by calling 1-580-634-6497.

.2 Account Notifications. You may have the ability to set up an "Account Notification," which is a convenience feature that permits you to request a notification of specific situations. For example, you can request an Account Notification when an Account has reached a certain balance or check has been processed. You are responsible to input accurate information to set up the Account Notification. Account Notifications do not replace standard communications received from us concerning your Accounts. We are not responsible for any losses, damages or expenses that may occur if an Account Notification is not set up properly or is not processed as a result of factors beyond our reasonable control. You agree to keep your e-mail address up to date, using the Service.

1.7 Overdrafts: Order of Payments, Transfers, and Other Withdrawals. If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same Business Day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your account. This is at the Bank's sole discretion.

1.8 Your Responsibility. You are solely responsible for all transactions you authorize using Online Banking, including transfers and bill payments you initiate using Online Banking, the timeliness, accuracy and completeness of any instruction and information entered by you in connection with any provision of Online Banking. Furthermore, you are solely responsible for naming and duly authorizing any other persons that you would like to be able to use Online Banking, specifying those Accounts to which any such persons shall have access and monitoring all such persons' use of Online Banking. If you permit other persons, or other entities, to use Online Banking or your Devices, you are responsible for any transactions they authorize using Online Banking. The Bank shall have no responsibility for maintaining any records regarding the identity of your authorized persons or of the Online Banking services to which each such authorized person has access.

You understand and agree that you are solely responsible for the risks associated with the designation of any authorized persons, including the loss, theft or other compromise of their Devices and their unauthorized use of Online Banking. You agree to notify the Bank immediately in the event you believe that a Device has been compromised or that unauthorized Online Banking transactions have occurred.

We may from time to time provide you with information in written or electronic form concerning Online Banking and related matters (the "Materials"). The Materials are the Bank's property and are confidential and proprietary and you may not modify, duplicate or make the Materials available to any third party by any arrangement, without our prior written consent. We will provide the Materials to you on an "as is, as available" basis and we make no warranties, express or implied, with respect to the Materials, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. You may use the Materials exclusively for the purpose of accessing and using Online Banking.

1.9 EFTPS. If you are enrolled in and elect to use the EFTPS Service, you may use Online Banking to instruct us to prepare and submit federal tax payments (via the Federal Reserve Banks' Treasury Tax & Loan Program) to the United States government on your behalf, with the amount of such payments to be deducted from an Account designated by you, provided that the Account has sufficient available funds to cover such payments.

1.10 Any Transaction or instruction. We will not honor a request for a Transfer if: (i) it exceeds your collected and available funds on deposit with the Bank; (ii) it is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe it may not be authorized by you; (iv) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) it is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (vii) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

a. Stop Payment Orders. Unless otherwise specified in any applicable Service Section or Operating Instructions, any stop payment order which Company wishes to place on a check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Bank's normal stop payment procedures and provisions for other accounts in effect at that time. Company acknowledges that a Stop Payment Request (defined herein below) may not be placed on any items other than checks issued by Company. Any Stop Payment Request for ACH debits or paper drafts must be placed at a Bank branch office location. If Company has elected to issue stop payment orders via Online Banking Services, the following provisions shall apply:

.1 You have requested us to provide Stop Payment Services under Online Banking Services to enable you to electronically issue stop payment entries ("**Stop Payment Request**"). You hereby agree to use the Stop Payment Services according to the instructions set forth in this Section.

.2 You may only submit Stop Payment Requests for checks that have not yet posted to the Account. Thus, prior to submitting Stop Payment Requests, you must first verify that the checks have not posted to the Account.

.3 You understand and agree that Stop Payment Requests will not take effect unless you provide all the information requested by the Stop Payment screens and provide such information exactly as it appears on the check, including, but not limited to, the account number, check number, amount, payee and date. You acknowledge that the computer programs used to provide the Stop Payment Services require exact information regarding the check and even minor errors in providing the exact information requested may prevent payment from being stopped. For example, if you give us the wrong amount of the check and the information is only wrong by one cent (.01) or if the check number you provide is only wrong by one digit, we will not be able to stop payment on the check. You agree that Bank is not liable to you for payment of any check over a Stop Payment Request if you do not provide the exact information regarding the check.

.4 Stop Payment Requests that we receive prior to 7:00 p.m. Central Time on a Business Day, will be effective on that Business Day. Conversely, Stop Payment Requests that we receive after that cut-off time will take effect on the next Business Day. The Business Day on which the Stop Payment Request takes effect is referred to as the “**Stop Payment Effective Date.**” We shall not be liable to you for items otherwise properly payable that we pay prior to the Stop Payment Effective Date of your Stop Payment Request or any loss arising out of such payment.

.5 The Stop Payment Request will be effective for six months, from and including the Stop Payment Effective Date. You may renew or otherwise continue the effectiveness of a Stop Payment Request by making a new Stop Payment Request via Online Banking Services at least one Business Day prior to the expiration of the existing Stop Payment Request. You acknowledge that we are not obligated to stop payment on a check after the expiration of a Stop Payment Request. However, you agree that we may stop payment according to an expired Stop Payment Request without incurring any liability to you. You further understand and agree that you, and not us, have the obligation to monitor your Stop Payment Requests and that we will not provide you with any notice of the expiration dates of any Stop Payment Request and/or the need to renew any such requests.

.6 You understand and agree that we will accept a Stop Payment Request and use reasonable procedures to locate and stop payment on the check. However, in consideration of our acceptance of the Stop Payment Request, you expressly agree to hold us harmless from any direct or indirect damages if we pay the check (i) on the day we receive the Stop Payment Request, or (ii) by reason of oversight or inadvertence. Furthermore, you hereby agree that we will not be liable to you for any direct or indirect damages if other checks drawn by you are returned NSF because we pay the check under the circumstances noted in (i) or (ii) herein. You further agree to indemnify us against all expenses and costs that might incur by reason of stopping payment on a check pursuant to a Stop Payment Request, whether it expired or not.

.7 You hereby authorize us to automatically charge the Account against which the check was drawn for applicable Stop Payment fees for each Stop Payment Request and renewal thereof.

1.11 Mobile Banking Service. If you have selected the Mobile Banking Service, the following terms and conditions are applicable to the Mobile Banking Service.

a. Description of the Mobile Banking Service. Mobile Banking Service refers generally to any service allowing an existing Bank customer to access and view accounts, including checking, certificates-of-deposit, money markets, loans, and lines-of-credit, selected by the customer (“**Accounts**”) from a web-enabled mobile phone or device (“**Mobile Device**”) whose network allows secure SSL traffic and supports WAP browsers. We do not guarantee the functionality of the Service on all wireless devices; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows you to view transaction history, view Account balances, view account transaction history, transfer funds between Accounts, pay bills to payees, view alerts, and if you have selected the Mobile Remote Deposit Capture Service, remotely make deposits. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

You acknowledge and agree that these services may be provided by an independent third party service provider (“**Vendor**”) as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

b. Service Included.

- The Service is similar to Online Banking on a personal computer. You can view your available account balance and review account history on the Account selected by you.

- The Service allows you to transfer money between your accounts. You must select the accounts to and from which funds will be transferred through the use of the Online Banking service, and you will receive a confirmation when the transaction is completed. Frequency and amount limitations of transfers are set forth below.

- If you have signed up for our Online Banking Bill Pay Service, the Service allows you to pay bills to payees. A confirmation message and number will be displayed after the bill payment is complete. The payees must be set up through the Online Banking Service. A new payee cannot be set up on the Online Banking Bill Pay Service through your Mobile Device.
 - If you have Alerts on your account, you may review the Alerts with the Service. The Alert information must be set up through the use of the Online Banking Service.
 - If you have signed up for Mobile Remote Deposit Capture, you can transmit the image of a check to us for deposit to your account.
 - From time to time, we may develop additional mobile banking services. As such services are developed you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.
- c. **Eligibility/How To Register For Mobile Banking Service.** To use the Service, you must have an open account at the Bank, register for Online Banking, and have a compatible Mobile Device. During the registration process, you will enter your mobile phone number as well as other information we require to authenticate your identity. You will be provided with further instructions on how to access the Service using the browser on your Mobile Device. During this registration process, you will be required to provide your Security Code that you must use each time you access the Service.
- d. **Security Procedure.** In addition to other Security Procedures provided for in this Agreement, the use of the Security Code and your Mobile Device is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Security Code from time to time for security reasons. You should keep your Security Code in a secure location. Any person having access to your Security Code will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Security Code, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. **You are responsible for safeguarding the Security Codes and your Mobile Device. Providing these Security Codes to another person effectively constitutes a grant of authority to access your accounts.**
- e. **Availability of Service.** We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.
- f. **Physical and Electronic Security.** Because the Mobile Banking Service is similar to Online Banking on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.
- g. **Account Access.** Transfers and Payments from your Account initiated via the Mobile Banking Service will be deducted on the day you initiate them. If the day you initiate a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.
- h. **Processing Internal Fund Transfers.** We can process a Transfer until 7:00 p.m. Central Time on a Transfer Day. If you initiate a Transfer after the cutoff time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.
- i. **Cancelling Transfers or Payments.** You may cancel a pending Transfer or Payment transaction. However, to do so, you must use the Online Banking Service and we must receive your instruction to cancel prior to the cutoff time on the Transfer Day or Business Day

the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

j. Transfers from Savings/Money Market Deposit Accounts. Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per monthly statement cycle without regard to whether the Transfers are made using your personal computer or Mobile Device. Each fund transfer through the Service from your savings or money market deposit account is counted as one of the six (6) transfers permitted each monthly statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts. An excess withdrawal fee designated in our Schedule of Fees will be assessed each statement cycle that you exceed the six allotted transactions.

k. Bill Payment Service and Transfers. If you have signed up for our Online Bill Payment Service, you can use this Service to initiate one-time immediate bill payments, which will be processed during the next bill pay processing time. You cannot use this Mobile Banking Service to set up new payees. You must use the Online Bill Payment Service to set up new payees. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. You may not schedule Payments or create a new Payee through this Mobile Banking Service. Please refer to your Online Banking Service Section of this Agreement for the procedures that must be followed to perform these functions. Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit. Other than the functions previously described that must be performed through the Online Banking Service, Bill Payment transactions are processed in the same manner through the Mobile Banking Service as they are with the Online Banking Service.

l. Confirmation Numbers. Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. You should record the Payee information (if applicable), the date of the Transfer or Payment, and the amount of the Transfer or Payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.

m. No Fees to Access Mobile Banking Service. There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. (We may assess fees or charges in the future; you will receive notice of such fees or charges, as required by law.) You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.

n. Export Control and International Use. The United States controls the export of products and information containing encryption ("**Controlled Technology**"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("**EAR**"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

o. Proprietary Rights. Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights.

p. Your Mobile Device and Your Software. We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your mobile browser (Internet Explorer Mobile®, Safari®, Opera Mini™/Opera Mobile™ or otherwise), your mobile service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use to access or communicate with the Service.

q. Area of Service. The Services described in this Agreement are solely offered to citizens and/or residents of the United States of America and may not be accessed while outside of the United States of America.

r. Program Revisions. We may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

1.12 Mobile Remote Deposit Capture Service. If you have selected the Mobile Remote Deposit Capture Service and you have been approved by the Bank to use the Mobile Remote Deposit Capture Service, the following terms and conditions are applicable to the Mobile Remote Deposit Capture Service. Your use of Bank's Mobile Deposit Service ("**Mobile Deposit Service**") is governed by the terms of this Agreement. By agreeing to or signing the applicable account documentation or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current email address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

a. Mobile Deposit Service Description. The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("**images**") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated as an authorized user by the Company's Online Administrator.

b. Limits. We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

c. Provisional Credit and Funds Availability. Upon acceptance of the Mobile Deposit, Bank shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified.

d. Checks Deposited and Security Interest. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). You agree that the image of the check that is transmitted to Bank (each such check and other item a "**Check**" and, if more than one, "**Checks**") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you on any account that you maintain at another financial institution, (c) are prohibited by Bank's then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "**Prohibited Check**" and, collectively, "**Prohibited Checks**"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

e. Requirements. Each image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check and include your signature. You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

f. **Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Bank on or before 6:00 p.m. or other cut-off time established by Bank from time to time (the "Cut-Off Time") on a Business Day that the Bank is open. A Mobile Deposit that is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Bank. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive email of such rejection from the Bank. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

g. **Original Checks.** After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of ten (10) calendar days from the date of the Image transmission (such period the "**Retention Period**"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based Item being unprocessable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.

h. **Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

i. **Returned Deposits.** If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

j. **Your Warranties.** You make the following warranties and representations with respect to each image:

.1. **Checks Deposited.** You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;

.2. **Image Quality.** Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;

.3. **Accuracy of Information.** All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;

.4. **No Duplicates.** You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);

.5. No Loss. No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

.6. Information. All information provided by you to Bank is true, complete and accurate;

.7. Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;

.8. No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.

.9. Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.

.10. Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

.11. Indemnity. You agree to indemnify Bank for, and hold Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and Bank, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Agreement.

k. Indemnification and Liability; Third Party Claims. **You hereby indemnify Bank and each of its** parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the Rules, (b) (i) Bank's provision of the Service, or (ii) Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

1.13 Use of Services. You will use the Services only for your own internal business use in accordance with the terms of this Booklet. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

SECTION TWO: ACH ORIGATION SERVICE

This Section Two governs Company's use of the ACH Origination Service. Bank, in its sole discretion, may not permit Company to use the ACH Origination Services until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the ACH Origination Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the ACH Origination Service. In any event, Company agrees that the use by Company of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

Company wishes to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository financial institutions by means of the ACH pursuant to the terms and conditions contained herein and the NACHA Rules and Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "**Rules**"), and Bank is willing to act as an Originating Depository Financial Institution ("**ODFI**") with respect to such Entries. This Section Two sets forth the terms and conditions pursuant to which Bank will provide to Company the ACH Services outlined herein ("**ACH Services**"). By using the ACH Service described in this Section Two, Company accepts and agrees to all terms, conditions, and provisions and agrees that this Section Two sets forth the terms and conditions pursuant to which Bank will provide to Company the ACH Service outlined herein. In the event of inconsistency between a provision of this Section Two, the UCC, and/or the terms and conditions applicable to the deposit account, the provisions of this Section Two shall prevail. Terms not otherwise defined in this Section Two shall have the meaning ascribed to those terms in the Rules. The term "Entry" or "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank initiates each Entry.

2.1 Compliance with Rules and Laws. Company acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Company agrees to comply with and be subject to the Rules of NACHA in

existence at the date of this Booklet, and any amendments to these Rules made from time to time. It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control (“OFAC”). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). Bank will charge the Company with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of noncompliance by the Company and the Company agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Company provided in the following paragraphs of this Booklet in no way limit the foregoing undertaking. The duties of the Company set forth in the following paragraphs of this Booklet in no way limit the requirement of complying with the Rules.

2.2 Transmission of Entries by Company. User(s) shall initiate the debit or credit Entries on the Enrollment Form on behalf of and selected by Company. Notwithstanding the provisions contained in Section 2.4 of this Service Section, Bank shall be entitled to deem any person having knowledge of any Security Procedure, defined below in Section 2.4 of this Service Section and permitted to initiate Entries under this Section, to be an Administrator or User. Company shall transmit or deliver Entries to Bank in computer readable form to the location(s) specified by the Bank and in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Bank. Entries shall be delivered or transmitted to Bank’s designated location not later than the time and the number of days prior to the Effective Date specified in our Processing Schedule as follows:

PROCESSING SCHEDULE		
DEBIT ENTRIES		
Company Delivery Method	Deadline	Day of Delivery
Online Banking Website	4:00 p.m. Central Time	One (1) Business Day Prior to Effective Entry Date
Bank’s SFTP Server	3:30 p.m. Central Time	
Remote Deposit Capture - ACH	8:00 p.m. Central Time	
CREDIT ENTRIES*		
Company Delivery Method	Deadline	Day of Delivery *
Online Banking Website	4:00 p.m. Central Time	Suggested Two (2) Business Days but may be One (1) Business Day, Prior to Effective Entry Date *
Bank’s SFTP Server	3:30 p.m. Central Time	
Remote Deposit Capture - ACH	8:00 p.m. Central Time	
SAME DAY ACH CREDIT AND DEBIT ENTRIES (Eligible Entries: \$25,000.00 or below)		
Company Delivery Method	Deadline	Day of Delivery
Online Banking Website	12:45 p.m. Central Time	Same day as the Effective Entry Date
Bank’s SFTP Server	12:15 p.m. Central Time	
“Effective Entry Date” must be a Business Day or the file will be processed on the first Business Day following the Effective Entry Date.		

For the purposes of this Booklet, “Business Day” means Monday through Friday, excluding certain federal holidays and the “Settlement Date” with respect to any Entry shall be the Business Day when such Entry is debited or credited in accordance with instructions of the Company. A federal holidays schedule is included in Part 1, Section 1.39 (I), of this Booklet. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Company to Bank on any one Business Day shall not exceed the limit approved by Bank or as changed by Bank in Bank’s sole discretion from time to time. Company may not reinitiate Entries except as prescribed by the Rules.

2.3 Third Party Service Providers. Company shall not use special equipment, services or software provided by a third party to assist it in processing Files hereunder (“Service Provider”) without Bank’s prior consent. If Bank authorizes Company to use a Service Provider, Company (i) agrees that Service Provider is acting as Company’s agent in the delivery of Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Booklet. Bank will not be liable for any losses or additional costs incurred by Company as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Company shall provide at least 10 days advance written notice to Bank in the event it uses any such Service Provider. Company is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank’s sole responsibility shall be to enter Bank approved transactions into the ACH Operator and Bank shall not have any responsibility for any File handled by Service Provider until that point in time when Bank accepts and approves a File from such Service

Provider for processing. If Bank authorizes Company to use a Service Provider, the terms and conditions governing the relationship between Company and the Service Provider shall be governed by a separate agreement between Company and Service Provider ("**Service Provider Agreement**"). All of Company's obligations and responsibilities under this Booklet will apply to the Service Provider, and Company's separate agreement with the Service Provider must so provide. At Bank's request, Company will provide to Bank a true and exact copy of such agreement. Company shall designate the Service Provider as an Authorized Company Representative and the Service Provider must also enter into a Service Provider agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Company hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as an Authorized Company Representative or if the Third Party Service Provider has not executed the Service Provider agreement. Company hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Company's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

2.4 Security Procedures. In addition to, and without limiting the generality of, the Security Procedure provisions of the Booklet, the Company shall comply with the "Security Procedures" described on the Enrollment Form and made a part hereof, and Company acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries.

2.5 Debit Entries; Records Retention. Company shall obtain an authorization ("**Authorization Agreement**") from the Receiver whose account will be debited as the result of a debit Entry initiated by Company and Company shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules. The Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

2.6 Processing, Transmittal and Settlement by Bank. Except as otherwise provided for in this Booklet and if Bank elects to accept Entries, Bank shall (i) use commercially reasonable efforts to comply with the instructions of Company, (ii) process Entries received from Company to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the ACH processor selected by Bank, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with Bank ("**On-Us Entry**"), Bank shall credit the Receiver's account in the amount of such credit Entry on the date ("**Effective Date**") contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in Section 2.2. Company agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Company.

2.7 Payment for Credit Entries and Returned Debit Entries. Company agrees to pay Bank for all credit Entries issued by Company or User(s), or credit Entries otherwise made effective against Company. Company shall make payment at such time on the date of transmittal by Bank of such credit Entries as Bank, in its discretion, may determine ("**Payment Date**"), and the amount of each On-Us Entry at such time on the Effective Entry Date of such credit Entry as Bank, in its discretion, may determine. Company shall pay Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("**RDFI**") or debit Entry dishonored by Bank. Payment shall be made by Company to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("**Authorized Account(s)**") designated on the Enrollment Form, as payment for credit Entries issued by Company or returned or dishonored debit Entries. In the event that the Authorized Account(s) does not have sufficient available funds on the Payment Date, Bank is hereby authorized to charge any account maintained by Company with Bank as payment for credit Entries issued by Company or returned or dishonored debit Entries. Company shall maintain sufficient collected funds in Company's account(s) to settle for the credit Entries on the Payment Date. In the event that no Company account has collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, Bank may refuse to process the Entries or Bank may process the Entries. If Bank elects to process the Entries, the total amount of the insufficiency advanced by Bank on behalf of Company shall be immediately due and payable by Company to Bank without any further demand from Bank. If Bank elects to pay Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

Bank reserves the right to require Company to pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH File. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank shall indicate in the Enrollment Form if pre-funding is required. If it is determined that pre-funding is required, Company will provide immediately available and collected funds sufficient to pay all Entries initiated by Company (a) not later than 8:00 a.m. Central Time two banking days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

2.8 Rejection of Entries. Company agrees that Bank has no obligation to accept Entries and therefore may reject any Entry issued by Company. Bank has no obligation to notify Company of the rejection of an Entry but Bank may do so at its option. Bank shall have no liability to Company for rejection of an Entry and shall not be liable to pay interest to Company even if the amount of Company's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Company or the Bank has otherwise received full payment from Company.

2.9 Cancellation or Amendment of Entry By Company. Company shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Company. If Bank accepts a cancellation or amendment of an Entry, Company must issue the cancellation or amendment in accordance with the Bank's Security Procedure and Bank shall use reasonable efforts to act on the request by Company for cancellation of an Entry prior to transmitting it to the ACH processor or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but Bank shall have no liability if such cancellation is not effected. The Company shall notify the Receiver of any reversing entry initiated to correct any entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing entry. If Bank accepts a cancellation or amendment of an Entry, Company hereby agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as the result of its acceptance of the cancellation or amendment.

2.10 Error Detection. 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 Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if the Company discovers that any entry it has initiated was in error, it shall notify the Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Bank will utilize reasonable efforts to initiate an adjusting entry or stop payment of any On-Us credit Entry within the time limits provided by the Rules. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as a result of the error or issuance of duplicate Entries.

2.11 Prenotification. Company, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to the Bank in the format and on the medium provided in the media format section of such Rules. If Company receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, Company will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

2.12 Notice of Reject and Returned Entries and Notifications Of Change. Bank shall notify Company by e-mail, facsimile transmission, mail, or other means of the receipt of a returned entry from the ACH Operator. Except for an Entry retransmitted by Company in accordance with the requirements of Section 2.2, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Service Section with respect to the original Entry. Company shall notify the Receiver by phone or electronic transmission of receipt of each return entry no later than one Business Day after the Business Day of receiving such notification from Bank.

Bank shall provide Company all information, as required by the Rules, with respect to each Notification of Change ("**NOC**") Entry or Corrected Notification of Change ("**Corrected NOC**") Entry received by Bank relating to Entries transmitted by Company. Bank must provide such information to Company within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

2.13 Notice of Improper Entries. Bank shall provide Company with a periodic statement reflecting the total of each File transmitted by Bank or credited to a Receiver's account maintained with Bank. The Company shall examine the periodic statement and notify the Bank of any unauthorized or erroneous Entries within a responsible time, not exceeding thirty (30) days from the date that the periodic statement is made available to Company. If the Company fails to deliver such notice, the Company may not assert against the Bank any claim for interest on the amount of the Entries for the period prior to the date that such notice is delivered. If the Company fails to deliver notice to the Bank of any unauthorized or erroneous Entries within one (1) year from the Bank's issuance of any advice or statement reflecting such Entries, Company is precluded from asserting that the Bank is not entitled to retain the principal amount of the unauthorized or erroneous debit of Company's account(s).

2.14 Provisional Settlement. Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Company acknowledges that it has received notice of that Rule and or 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.

2.15 Identification of Receiver. If Company identifies the Receiver of the Entry by account number or identifying number, or by name and account number or identifying number, Company acknowledges that payment of the proceeds of the Entry to the Receiver shall be made by the RDFI, or by Bank in case of an On-Us Entry, on the basis of the identifying or Bank account number even if it identifies a person different from the named Receiver. Company is liable for and must settle with Bank for any Entry initiated by Company that identifies the Receiver by account or identifying number or by name and account or identifying number.

2.16 Company Representations and Warranties; Indemnity. With respect to each and every Entry transmitted by Company, Company represents and warrants to Bank and agrees that (a) each person or entity shown as the Receiver on an Entry received by Bank from Company 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, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Company are limited to those types of credit and debit Entries set forth in Section 2.2, (d) Company shall perform its obligations under this Booklet in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions, laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (e) Company shall be bound by and comply with the provision of the Rules (among other provisions 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. 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 Bank against any loss, liability or expense (including attorney's fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representatives, or agreements.

2.17 Additional Company Warranties for Selected Standard Entry Classes. NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Company hereby warrants to Bank that for each such ACH Entry submitted for processing, Company has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Service Section. Company also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Company. Company hereby indemnifies and holds Bank harmless from any liability arising out of Company's breach of these warranties.

2.18 Delay or Failure to Transfer Funds. Bank shall not be liable to Company or Receiver for any damages of any kind for any delay in payment, including special, consequential, punitive, or indirect loss or damage. Bank shall not be liable or responsible to Company for any delay or failure to transfer any amount hereunder for any reason including but not limited to rules, regulations, or policies of the Federal Reserve Board which place an aggregate limit on the amount Bank can transfer from time to time during any banking day. In no event shall Bank be liable to Company for attorney's fees incurred by Company in any action brought by Company under this Booklet.

2.19 Data Retention. Company shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provisions, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

2.20 Interest Calculations. Any interest payments due by either party pursuant to Article 4A of the Oklahoma Uniform Commercial Code shall be calculated at an annual rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.

2.21 Company as Receiver. If Company is the Receiver of an Entry or other funds transfer, and Bank does not receive final settlement for any payment made to Company by Bank, Company acknowledges and agrees that Company is obligated to Bank for the amount of the payment order and Bank is authorized to charge Company's account(s) for any amount paid to Company. If Bank credits Company's account for an Entry or other funds transfer naming Company as the Receiver, such credit Entry to Company's account is not acceptance of the funds transfer by Bank until one hour after the opening of business on the banking day after the credit Entry is made to the account. Notwithstanding the foregoing, Bank may make funds available to the Company at an earlier time at Bank's option. Bank has no obligation to notify Company of receipt of a funds transfer naming Company as the Receiver even if payment for the funds transfer to Company is made by credit to Company's account or the payment order directs payment to an account. Demand by Company for payment of a payment order for which Bank is obligated to pay Company must be made in writing and delivered to Bank at the location designated in Part I, Section 1.25. Issuance of a check by Company on the account to which payment was made shall not constitute notice under this section.

SECTION THREE: ONLINE WIRE TRANSFER OF FUNDS

This Section Three governs Company's use of the Online Wire Transfer Service. Bank, in its sole discretion, may not permit Company to use the Online Wire Transfer Services until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Company agrees that the use by Company of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank. The defined terms "Company," "Company Equipment," "Designated Accounts," "Identification Codes," "Users" and "Password" shall have the same meaning as those terms have in this Booklet.

In accordance with procedures established from time to time between the Company and the Bank, both parties agree that all "**Funds Transfers**," as defined in Section 4A-104 of Article 4A of the UCC (hereafter cited as Sections thereof) will be processed in accordance with

the terms and conditions listed below. This Section Three will not apply to transfers which are covered under Consumer Financial Protection Bureau Regulation E, and the Electronic Fund Transfer Act of 1978.

3.1 Procedures and Conditions. Company agrees to strictly follow all procedures and conditions established for the First United Bank Online Service and initiation of wire transfers via First United Bank Online Service, which may be issued from time to time by Bank and any amendments thereto including, without limitation, all procedures and conditions set forth in this Booklet. Company acknowledges and agrees that Company has sole responsibility for the security of the Identification Codes, Passwords, Security Devices, Security Procedures utilized by the Administrator and all Users.

3.2 Coverage. This Agreement covers all funds transfers made or received by Company, including domestic wires and international wires. However, this Agreement does not apply to any part of a funds transfer if that part of the transfer is governed by the Electronic Fund Transfer Act. See the Bank's Regulation E, Electronic Fund Transfers Disclosure.

3.3 Authority to Transfer Funds. Company authorizes Bank to accept or execute any Payment Order as that term is defined in UCC Article 4A Section 4A-103(a)(1) ("**Wire Transfer**") and charge the applicable Designated Account, without limitation as to amount, when such request is received via the First United Bank Online Service in accordance with the Security Procedures. The Designated Account(s) are listed on the Enrollment Form and made a part hereof. Company acknowledges and agrees that such Wire Transfer will be conclusively presumed to be a proper transfer authorization by Company; and that Bank shall have no responsibility for the accuracy, legitimacy or completeness of the data received from Company

Without limitation on the foregoing, Company specifically authorizes Bank to do the following:

a. Transfer funds from a Company account(s) with Bank to any other Company account(s), whether such account(s) is/are with Bank or other institution(s); and

b. Transfer funds from a Company account(s) with Bank to any account(s) of a third party, whether such third party account(s) is/are with Bank or other institution(s).

3.4 Wire Transfer Procedures. Bank is hereby authorized to honor, execute and accept each and every Wire Transfer received by it in the name of the Company as sender and transmitted by an Administrator or User via the First United Bank Online Service. If Bank elects to accept a Wire Transfer issued by Company, Bank shall use reasonable efforts to comply with the Wire Transfer in paying the proceeds to the beneficiary, if Bank is also the beneficiary's bank, or in executing the Wire Transfer if Bank is not also the beneficiary's bank. Company shall issue the Wire Transfer to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the beneficiary on the payment date. Bank shall be entitled to deem any person having knowledge of any Security Procedures required in order to transmit Wire Transfers under this Booklet to be a User. Bank may, in all cases, rely on and accept Wire Transfers issued on behalf of Company by any individual(s) authorized by Company to sign checks on any of Company's depository accounts with Bank.

3.5 Security Procedures. In addition to, and without limiting the generality of, the Security Procedure provisions of Part I of this Booklet, Company shall comply with any additional "Security Procedures" required by Bank and communicated to Company, and Company acknowledges and agrees that the Security Procedures, including any Security Devices used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Wire Transfers. Company agrees that Bank will use such procedures to verify a Request prior to accepting Company's Request. The Security Procedures are included on the Enrollment Form. Company furthermore agrees that any Request acted upon by Bank in compliance with these security procedures, whether or not authorized by Company, shall be deemed effective as Company's authorized request. Company acknowledges that the Bank reserves the right to change its security procedures from time to time. Company understands and agrees that if it declines to use any enhanced security procedures, it will be liable for any losses that would have been prevented by such procedures. The Bank shall have the right to delay the execution of a Company request pending completion of a callback verification of PIN number or other security measure which is satisfactory to the Bank. If the Bank is unable to obtain verification acceptable to it, the Bank in its sole discretion, may refuse to execute the Company's Request. In no event shall the Bank be liable for any delay in executing a Company's Request or for failure to execute a Company's Request due to the absence of verification acceptable to it.

3.6 Method of Issuance of Payment Orders Other Than via Online Banking.

a. **Issuance of Payment Orders.** The most secure method for the issuance of Payment Orders and the method recommended by Bank is via the Online Banking Service. Customer acknowledges and agrees that the commercially reasonable security procedure offered by Bank is the security procedure used in conjunction with Online Banking Service. In addition to issuing Wire Transfers via Online Banking, Company may issue Wire Transfers by email, orally by phone or in person to a Bank employee. Payment Orders may only be executed on a "Business Day" which is Monday through Friday, excluding Federal holidays. Payment Orders received before the cut-off time established by Bank will be processed on the same Business Day. Payment Orders received on a non-Business Day or after the cut-off time on a Business Day will be treated as being received on the next Business Day. The funds transfer cut-off time may be obtained by contacting Bank. The dollar amount of Wire Transfers issued via Online Banking Service may be limited in accordance with the wire transfer limits set forth on the

Enrollment Form. Company acknowledges that the Bank shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's bank and shall have the right to reject any Payment Order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's bank. Company further acknowledges that Bank is not responsible for detecting any Company error contained in any Payment Order sent by the Company to the Bank. Bank may, at its option, record electronically all telephonic instructions received by Bank from Company without further notification and may retain such recordings for any period of time selected by Bank. Company consents to the recording of such telephone conversations. The decision of whether to record a particular conversation is within the Bank's discretion, and the Bank has no liability for failure to record.

b. Repetitive Instructions. The Company may transfer funds on a repetitive basis to other Company accounts or third party accounts by submitting a repetitive wire template created by Company in the Online Banking Service.

3.7 Authorization Changes. Company agrees that only those persons authorized on the Online Wire Transfers ("**Authorization**") addendum, Addendum 5, of the Enrollment Form may verify Online Wire Transfers via callback from Bank in connection with Wire Transfers transmitted by the Online Banking Service. Company agrees that only those persons who are authorized signers on Company's deposit account may initiate and/or verify Wire Transfers with the Bank in connection with Wire Transfers initiated in person. Furthermore, Wire Transfers may be transmitted only from the account numbers designated by the Company Administrator. Changes by Company in any information supplied to Bank or any changes in the designated persons named on the Authorization must be in writing, signed by Company or an authorized signer on Company's deposit account. Such changes shall not be binding, upon Bank until Bank has received actual written notice of the changes at the address of Bank designated in Part I, Section 1.25 of this Agreement and has had reasonable time to implement them.

3.8 Overdrafts. Company agrees that Bank may, but is under no obligation to, honor any Wire Transfers which exceeds the Company's available balance in Company's deposit account. If the Bank creates an overdraft in completing a Request, Company agrees to repay the Bank, promptly upon demand, the amount of the overdraft, together with any and all overdraft fees, interest and charges that may be assessed against Company's deposit account.

3.9 Settlement. The Bank is not obligated by this Booklet or this Section Three to honor, execute, or accept any Wire Transfer. If Bank elects to accept Wire Transfers issued by Company, Company agrees to settle for all Wire Transfers issued by Company, Company's Administrator(s) or User(s), or Wire Transfers otherwise made effective against Company. Settlement shall be made by Company to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account designated by Company ("**Designated Account**") as settlement for Wire Transfers issued by Company. Company shall designate the Designated Account on the Enrollment Form. Company shall maintain sufficient collected funds in the Designated Account to settle for the Wire Transfer at the time that the Wire Transfer is issued. Bank may, in its sole discretion, transfer funds from the Designated Account in excess of the collected balance and thereby create an overdraft. In this event, Company shall promptly reimburse the Bank upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Company as a result of an overdrawn account based upon the Bank's account rules and pricing schedules. If Bank elects to pay Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Bank's rights to refuse to do so at any other time nor shall it be an agreement by the Bank to pay checks or other items in the overdraft. Bank shall have the right to charge other accounts maintained by Company with Bank that are not designated as a Designated Account if Bank accepts the Wire Transfer and the Designated Account does not have sufficient balances to settle for the Wire Transfer. Bank may process Wire Transfers in any order convenient to Bank and Bank may charge items, including settlement for Wire Transfers, in any order or sequence selected by Bank.

3.10 Errors in Wire Transfers. Company agrees that Bank shall have no obligation to discover errors in Wire Transfers and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Wire Transfer. Bank shall likewise have no duty to discover and shall not be liable for duplicate Wire Transfers issued by Company. In the event that Company makes an error or issues a duplicate Wire Transfer, Company shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the wire transfer.

3.11 Use of Account Numbers. The Company is notified, and hereby acknowledges, that in executing or otherwise acting on a Wire Transfer the Bank shall rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank and shall not rely on the name of the beneficiary. Likewise, acceptance of a Wire Transfer may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. Company is liable for and must settle with Bank for any wire transfer transmitted by Company that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Bank shall have no duty to detect any inconsistency between the name and number contained in a Wire Transfer and the Company shall be responsible for any inconsistencies. The Company shall indemnify and hold the Bank harmless from and against any loss, liability, expense or damage that the Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

3.12 Amendments and Cancellations.

a. A Wire Transfer may be canceled by the Company, provided the cancellation instruction is received by the Bank, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's acceptance of the Wire Transfer.

b. The Bank is not obligated to amend or cancel a Wire Transfer after acceptance, but if in Bank's sole discretion, it agrees with Company to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Any cancellation of a Wire Transfer by the Bank shall relieve the Bank of any obligation to act on such Wire Transfer and any amendment of a Wire Transfer by the Bank shall relieve the Bank of any obligation to act on such Wire Transfer in its un-amended form.

c. Company acknowledges and agrees that after a Wire Transfer has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and Bank has no responsibility to procure the return of such funds. If Company asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Company deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Company to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

3.13 Rejection of Wire Transfer. Company agrees that Bank has no obligation to accept a Wire Transfer and therefore may reject any Wire Transfer issued by Company. Bank has no obligation to notify Company of the rejection of the Wire Transfer issued by Company but Bank may so notify at its option. Bank shall have no liability to Company for rejection of a Wire Transfer and shall not be liable to pay interest to Company even if the amount of Company's Wire Transfer is fully covered by a withdrawable credit balance in a Designated Account of Company or the Bank has otherwise received full payment from Company.

3.14 Use of Correspondents, Agents, and Systems.

a. The Company agrees that in executing any Wire Transfer the Bank may make use of such correspondents, agents and Wire Transfer and communication systems as it deems necessary or desirable to execute such Wire Transfer. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Company and the Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Wire Transfer by such correspondents, agents and Wire Transfer and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Wire Transfer and communication systems, all such risk being borne by the Company.

b. Each Wire Transfer, amendment or cancellation thereof, carried out through a wire transfer system will be governed by all applicable wire transfer system rules, whether or not the Bank is a member of the system. Any Wire Transfer or cancellation thereof may be transmitted by any bank by use of the wire transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of the Bank and the Company with respect to any Wire Transfer, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Bank. The Company acknowledges the Bank's right to reserve, adjust, stop payment, or delay posting of an executed Wire Transfer is subject to the laws, regulations, circulars, and rules described in this Section Three.

3.15 Account Statement and Information. All funds transfers will be reflected on Company's periodic bank statement. Information on wire transfers posted to Company's account is available on the internet for those customers with Internet Banking. In some cases Bank will also notify Company in writing, electronically, or by a report produced by one of Bank's information reporting services. Company should review each statement or other such Bank notice for any discrepancies in connection with fund transfers. If Company thinks a funds transfer is wrong or needs more information about a funds transfer, Company must contact Bank in writing upon discovery of the error or within 10 days after Company receives the first notice (either by notice from the Bank or by Company's access to Company's account on the internet) or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve the Bank of any obligation to pay interest on or otherwise compensate Company for the amount of an unauthorized or erroneous funds transfer. The Bank shall have no liability to the Company for any loss or damage sustained by the Company arising out of any Wire Transfer referenced in a statement of account for the Designated Account or in an individual advice, and no legal proceeding or action shall be brought by Company against Bank to recover such loss or damage, unless (a) Company shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Company waives any right to seek or enforce payment of attorneys' fees related thereto.

3.16 International Wire Orders. Subject to the terms and conditions of this Section, and subject to any instructions we provide, you may use the Service to make funds transfers denominated in U.S. dollars to beneficiaries located outside of the United States. Such fund transfers may be finally paid to the beneficiary either in the foreign currency of the country to which the funds are transferred, in U.S. dollars, or in

other currency, according to our policies and procedures, the policies and procedures of the beneficiary's bank, and/or the policies and procedures of any intermediary banks participating in the transaction, subject to applicable exchange rates. You specifically agree that we may, in our discretion, prior to or upon execution of any international Wire Transfer submitted by you, convert the U.S. dollar amount to the currency of the destination country at our exchange rate in effect at the time of conversion. It is your responsibility to advise your beneficiary of the possibility and effect of currency conversions in the course of the execution of any Wire Transfer. If we make any refund of an international Wire Transfer to you, we will make such refund in the U.S. dollar amount of the transaction. You bear all risk of loss due to fluctuations in the rate of currency exchange. You hereby acknowledge and agree that any and all Wire Transfers issued by you under this Section Three are for business purposes only and not for personal, family, or household purposes and are not subject to the provisions of the Electronic Funds Transfer Act and/or Consumer Financial Protection Bureau Regulation E.

3.17 Furnishing Information. Upon request the Company will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Wire Transfers, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

3.18 Transactions with Banks. If the Company is a bank (as defined in UCC 4A), and under applicable law the Company is not deemed the originator of the order to which a Wire Transfer relates, the Company agrees to indemnify and hold the Bank harmless for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred if the Company had been an originator.

3.19 Interest. The Bank shall assume no responsibility for lost interest with respect to the refundable amount of any unauthorized transfer or error unless the Bank is notified within thirty (30) days of notification by the Bank of the acceptance of such transfer. (UCC Section 4A-204).

SECTION FOUR: BILL PAYMENT SERVICE

This Section Four governs Company's use of the Bill Payment Service. Bank, in its sole discretion, may not permit Company to use the Bill Payment Services until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Bill Payment Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Company agrees that the use by Company of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

Bank offers the Bill Pay Service subject to the terms and conditions of this Service Section only in association with the accounts maintained by Company with Bank for which the First United Bank Online Service has been established.

To utilize the Bill Pay Service, Company must be enrolled in and remain an active participant in the First United Bank Online Service offered by Bank. Company agrees that by using the Bill Pay Service offered herein and/or executing the Enrollment Form, Company has read and agrees to all terms, conditions, and provisions of the Booklet, the Enrollment Form and Section One pertaining to the First United Bank Online Service, as well as the terms and conditions pertaining to the Designated Accounts (as defined below). This Section Four sets forth the terms and conditions of the Bill Pay Service.

For purposes of this Section Four the deposit accounts selected online by the Company's Online Administrator from which a Bill Payment will be made shall be referenced herein collectively as the "**Payment Accounts**" and individually as a "**Payment Account.**"

4.1 Bill Payment Service. We are offering you the Bill Payment Service through one or more "Service Providers" that we have engaged to process your Bill Payment transactions on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Any information you provide may be used by us or any of the Service Providers to complete or otherwise deal with your transactions or comply with any laws, rules or regulations. If there is a dispute between you and us, or either of us and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any bill payment), you authorize us to obtain information regarding you, your account and your bill payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include your financial and other information.

4.2 Access to Bill Payment. To gain access to Bill Payment, you must sign on to First United Online Banking by entering your Online Banking ID and Password on First United Bank's web page. Select an option under "Bill Pay" from the Online Banking menu. To use Bill Payment, you must provide information online to us to identify your Payees. You can search the extensive database for existing Payees or set up a new Payee. You must provide sufficient information about a Payee to permit us to properly direct a payment and permit the Payee upon receipt of a payment to identify you as the payment source. You do this by filling in all required fields with accurate information, as directed by Bill Payment screen messages. By providing us with the names and account information of those Payees to whom you wish to direct payment, you authorize us to follow the Payment Instructions that we receive through the payment system. When we receive a payment instruction, you authorize us to debit your Payment Account and remit funds to the Payee on your behalf.

4.3 Security Procedures. Company shall use the Security Procedures prescribed by Bank to gain access to the First United Bank Online Service and to use this Bill Payment Service.

4.4 Available Funds. Company must ensure that it has funds on deposit in the selected Payment Account in amounts sufficient to pay for any payment request, as well as any other payment obligations Company has to the Bank. The Bank reserves the right, without liability, to reject or reverse a bill payment if Company does not have sufficient funds in the selected Payment Account to pay the payment request. Company further agrees that Bank, in its sole discretion, may charge any of Company's accounts with the Bank to cover such payment obligations even if such charge may create an overdraft for such account and Bank may assess the appropriate overdraft fees. If we elect to make a Bill Payment that creates an overdrawn balance, you agree to deposit sufficient available funds to cover the overdraft into the Payment Account or other account by the close of that Business Day. Any overdraft existing at the close of a Business Day is immediately due and payable without notice or demand. If we elect to make a Bill Payment that creates an overdraft in your account on one or more occasions, we are not obligated to do so in the future.

4.5 Single or Recurring Payments. You will be able to set up the following types of bill payments: (a) **Single Payment:** You may schedule a payment to be made one time to a Payee. The payment may be scheduled on a future date or on the same day that you enter the Payment Instruction, provided you enter the Payment Instruction by the Cutoff Time. (b) **Recurring Payment:** You may schedule payments to Payees to be automatically initiated in a fixed amount on the same scheduled payment frequency. You may make payments weekly, every other week, every four weeks, monthly, every other month, twice monthly, every three months, every six months, or annually. If the Scheduled Payment Date does not exist in a certain month, then the payment will be initiated on the last Business Day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on or before the 28th day of February.

4.6 Payment Confirmation. You will be provided a confirmation number for each payment you schedule using Bill Payment. This number is available on the Personal Payment Schedule prior to the scheduled Payment Date and on the Payment History screen under the Bill Payment menu if you need to refer to it in the future. The confirmation number will help us resolve any questions you may have concerning your transactions. You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Payee on the same date for the same amount as previously scheduled. A duplicated payment is different from a Recurring Payment. A Recurring Payment is scheduled for the same amount to the same Payee on a recurring schedule. The amount of any Single Payment or Recurring Payment shall not exceed \$9,999,999.99. In addition, a Single Payment to a Payee must be "In Process" (hereinafter defined) before an additional Single Payment can be scheduled to the same Payee.

4.7 Payment Remittance. While it is anticipated that most transactions will be processed and completed on the next Business Day after your Scheduled Payment Date, and arrive approximately 3-5 Business Days after your selected Schedule Payment Date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your account. For this reason, it is necessary that all Scheduled Payment Dates selected by you be no less than seven (7) Business Days before the bill's actual due date if paid by check and three (3) Business Days before the bill's actual due date if paid by electronic funds transfer, not the late date and/or a date in the grace period. Payment Instructions entered after the Cutoff Time or on non-Business Days will be considered entered in Bill Payment on the next Business Day. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of the Business Days between the Recurring Payment date and the bill's actual due date. You will bear the responsibility for any and all late charges or penalties assessed by the Payee for Bill Payments not received or not received in a timely manner.

We will use reasonable efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you through Bill Payment because of the existence of any one or more of the following circumstances: (1) if, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed any overdraft limit that may be available on your account; (2) Bill Payment or First United Online Banking is not working properly and you know or have been advised by us about the problem before you execute the transaction; (3) the Payee mishandles or delays the payment sent by us; (4) you have not provided us with the correct name, address, phone number or account information for the Payee, or you have not provided us with accurate personal information either during enrollment or on your Bill Payment Application, or you have otherwise provided incomplete Payment instructions; or (5) circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transactions and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Payee any previously misdirected transactions.

4.8 Prohibited Payments. The following payments are prohibited though Bill Payment: (a) Tax payments and other governmental fees; (b) Court ordered payments, alimony and child support payments; and (c) Payments to payees outside of the United States.

4.9 Cancellation of a Scheduled Payment. A bill payment is a "Scheduled Payment" starting from the time you enter Payment Instructions until the payment is "Processed". A bill payment is "Processed" starting at the Cutoff times on the Scheduled Payment Date. You may cancel

or edit any Scheduled Payment (including Recurring Payments) by following the directions within Online Banking and Bill Payment. There is no charge for canceling or editing a Scheduled Payment. A canceled payment will not appear on your Payment History.

We may not have a reasonable opportunity to act on any stop payments or cancellation order given after the payment is "Processed". If you desire to cancel or stop any payment that has been processed, you must call (800) 924-4427. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such requests. Stop payment requests sent to us via electronic mail or in any other manner may not reach us in time for us to act on your request. The charge for each stop payment order will be the then current charge for such service, as amended from time to time.

4.10 Payment Methods. Once your scheduled bill payment is "Processed," we will relay your payment information to a third party vendor, who in turn will remit payment to your Payee by one of the following means, at the vendor's sole discretion: (1) by electronic funds transfer; or (2) by mailing your Payee a check drawn on your Payment Account. The time when your scheduled bill payment is debited from your Payment Account is based on the payment method: (1) an electronic funds transfer will be debited from your Payment Account on the date the payment is schedule, or (2) a check payment will be debited to your Payment Account on the date the check is received by First United Bank.

4.11 Automated Clearing House Entries. Electronic payments that are made by ACH are subject to the ACH Rules, and you agree to be bound by the ACH 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, you will not be deemed to have paid the payee the amount of the electronic bill payment. If a Bill Payment is processed electronically as an ACH entry, the ACH Entries and the transaction will also be subject to the terms and conditions of any other ACH origination agreement between you and us, to the extent applicable.

4.12 Statements. All of your payments made through Bill Payment will appear on your monthly account statement(s). You can also view payment activity on the First United Online Banking Account Activity screen.

4.13 Canceling the Bill Payment Service. You may cancel your use of Bill Payment at any time by sending an electronic message or request (see the e-mail section) or by calling the Bank at (800) 924-4427. If you notify us by telephone, we may request that you put your request in writing. We cannot cancel Bill Payment service until all Pending Payments have cleared your Payment Account. If you have Pending Payments and do not want to wait for them to clear, you may individually delete these future payments. The Bank may cancel or suspend Bill Payment in whole or in part, at any time without prior notice. Cancellation or suspension shall not affect your liability or obligations under this Agreement.

4.14 Returned Bill Payment Transactions. In using Bill Payment, you are requesting that we make payments for you from your Payment Account. If we are unable to complete the transactions for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive an overdraft notice from the Bank. In such case, you agree that: (i) you will reimburse us immediately upon demand for the transaction amount that has been returned to us; (ii) you will reimburse us for any fees imposed by the Bank as a result of the return; (iii) you will reimburse us for any fees we incur in attempting to collect the amount of the return from you; and, (iv) we are hereby authorized to report the facts concerning the return to a credit reporting agency.

4.15 Address Changes. You agree to promptly notify the Bank of any address change, electronic mail address change, and/or any change to your telephone number.

4.16 Payee Limitation. We reserve the right to refuse to pay any Payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required, however, if you attempt to make a prohibited payment under this Agreement.

4.17 Information Authorization. Your enrollment in Bill Payment may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in Bill Payment, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Payee to resolve payment-posting problems.

4.18 Closed Accounts. You are responsible for any outstanding Bill Payment payments if you choose to close your bill payment account. You are to inform the Bank of any outstanding payments at the time you close your bill payment account.

SECTION FIVE: REMOTE DEPOSIT CAPTURE SERVICES

This Section Five governs Company's use of the Remote Deposit Capture Services ("Service"). Bank, in its sole discretion, may not permit Company to use the Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Company agrees that the use by Company of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as

of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

Bank offers the Service under this Service Section only in association with one or more deposit accounts maintained by Company at Bank.

5.1 General Description of Remote Deposit Capture Service. Subject to the terms, provisions and conditions of this Booklet, Bank shall provide the Service to Company, which allows Company to make deposits to Company's deposit accounts listed on Addendum 6 of the Enrollment Form and made a part hereof (each such deposit account an "**Account**" and, collectively, the "**Accounts**") from Company's office by scanning checks on a desktop scanner and delivering the images and information required hereby to Bank or Bank's designated processor (a "**Processor**"). The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "**Image**" and, if more than one, "**Images**"), must read and capture the MICR line on each check and must read and capture all such other data and information as is required by this Booklet. After capture of the Images, the MICR line on each check and all other required data and information from each check, Company will transmit one or more files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and all batched ACH (as herein defined) data and other required information (each such file a "**File**" and, if more than one, "**Files**") to Bank or Processor via the Internet. Company will not initiate an electronic check entry with respect to any customer of Company without first being in possession of a proper check, which is made payable to Company. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Booklet, Bank will provisionally credit the Account or Accounts designated by Company for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the provisions of Bank's then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the "**Deposit Agreement**") and this Service Section. In addition, or as an alternative to transmitting images of checks, Company may use the desktop scanner to initiate electronic signals for paperless debit entries through Bank to accounts maintained either at Bank or in other depository financial institutions by means of the ACH. Company and Bank agree that Bank may convert the Images to ACH entries on Company's behalf. Company hereby appoints Bank as Company's agent for the specific purpose of making the determination and decision to convert the Images to ACH entries. Company and Bank agree that Company shall be and remain the Originator and Bank shall be the ODFI, as those terms are defined in the NACHA Rules. Company understands and agrees that Company must execute, and Bank must approve and accept, Bank's then current agreement pertaining to the provision of ACH services (such agreement the "**ACH Agreement**") before initiating ACH debit entries. Company shall receive credit for ACH debit entries in accordance with the terms of the ACH Agreement. Company acknowledges and agrees that Bank may discontinue, and/or change the terms of the Service or any related content, features, products or services associated therewith, at any time without notice or liability to Company or any third party. Company hereby agrees that Bank shall be the exclusive provider of the Service provided in accordance with this Service Section and that Company will not use the same or similar services of any other party.

5.2 Hardware and Software. Company is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. If Company provides the Scanner or purchases the scanner from Bank, Company understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and Company hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Company or third-party employees. In connection with its use of the Service, Company shall only use the hardware described in the hardware list provided by Bank to Company (as the same may be amended or supplement, the "**Hardware List**") or such other hardware as is approved in advance by Bank and shall only use such software as is approved in advance by Bank. The Hardware List shall be provided by Bank upon request.

If requested by Company, Bank will assist Company in installing the equipment and software compatible with Bank's system and equipment and conducting an initial test of such equipment. If Company requests such assistance from Bank, Company agrees to pay Bank's standard hourly fee for Bank's employees performing those services for Company. The scopes of the services are to be identified on the Enrollment Form.

If requested by the Company, Bank shall provide Company with the required scanner compatible with Bank's systems and equipment. Such equipment shall remain the property of Bank. Company agrees to configure equipment and software according to the requirements of Bank. Company agrees to use the equipment in a manner consistent with the terms of this Agreement. The Company is prohibited from utilizing the equipment provided hereunder in another fashion, manner, use or in conjunction with any other remote deposit processing service. Bank will provide a replacement scanner for any Bank owned scanners. The Company shall be responsible for any loss, theft, damage or destruction of the equipment from any cause until the equipment is returned to Bank. The equipment shall be returned to Bank within fifteen (15) days of termination of this Agreement in the condition as originally provided to the Company, except for only ordinary wear and tear. The Company shall reimburse Bank for any damage to the equipment caused by any abuse or misuse of the equipment by the Company. The Company shall pay to Bank the fee for such equipment set forth in this Agreement and any Schedules hereto.

5.3 Checks Deposited. Company hereby agrees that it will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). Company agrees that the image of the check that is transmitted to Bank (each such check and other item a "**Check**" and, if more than one, "**Checks**") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990

Official Text). Company further agrees that it will not remotely deposit any check or other item that: (a) is payable to any person or entity other than Company, (b) is drawn, or otherwise issued, by Company or any affiliate of Company on any account of Company or of such affiliate, (c) is in violation of any law, rule or regulation, (d) Company knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) has not been previously endorsed by a bank and are either a “substitute check” (as defined in Reg CC or other applicable federal law or regulation) or “image replacement document” that purport to be a substitute check, without Bank’s prior written consent, (f) is drawn on a financial institution that is located outside of the United States or Territories of the United States, (g) is a Remotely Created Check, or (h) which is not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (h) each a “**Prohibited Check**” and, collectively, “**Prohibited Checks**”).

Company may be required to maintain a reserve (“**Settlement Reserve**”) of an amount to be solely determined by the Bank. Company acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of Company’s obligations under this Booklet. Company grants the Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by Company under this Booklet without notice or demand to Company. Company’s obligation to maintain a Settlement Reserve shall survive the termination of this Booklet, with such obligation lasting until all of Company’s obligations under this Booklet have been fully offset.

5.4 Scanning of Checks and Transmission of Files. Company shall properly install and use all Software and Hardware required by this Service Section or otherwise required for, or related to, the use of the Service. Company shall (a) endorse each Check to be deposited, either manually or through the Bank’s virtual endorsement option, (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of the MICR line from and all other required data and information from or pertaining to such Checks, and all batched ACH data and other information, to Bank or its Processor in accordance with the Operating Instructions. Prior to your initial use of the Service, the Bank will provide you with a Login ID and a Password, which you must use to access the Service. You will be required by the Bank to change the Password the first time the Service is accessed and to select your Multi-Factor Identification Image and/or Challenge Questions (collectively, the Login ID, Password, Multi-Factor Identification Image and/or Challenge Questions are called the “**Login ID and Password**”). The Multi-Factor Identification Image and/or Challenge Questions are applicable to Web Client users only. Your Login ID and Password are personal and confidential to you and/or persons designated by you to use the Service (“**Designated Users**”). The use of the Login ID and Password with the Service is a security method by which we are helping you to maintain the security of your Account(s). You agree to develop adequate internal procedures to prevent disclosures of such information. **You are responsible for the unauthorized use and/or misuse of the Service by any person using your Login ID and Password or your Designated User’s Login ID and Password. You agree to take all reasonable precautions that no one else learns your Login ID and Passwords.**

The Bank is not responsible for any breach of security caused by your failure to maintain the confidentiality of the Login ID and Password. You agree to notify the Bank immediately by telephone and speak directly with one of our representatives (a voicemail message or E-Mail is not sufficient notice) in the event of loss or theft of the Login ID and Password, or if you believe the confidentiality of the Login ID and Password may be or has been compromised in any way, or in the event you learn about a possible or actual use of the Service by an individual who is not a Designated User. We will have a reasonable period of time after receipt of such notice to act on it. The Bank hereby reserves the right to revoke your Login ID and Password at any time, and without prior notice to you or any Designated User, in the event the Bank believes that there is a threat to the security of the Service or any proprietary and/or confidential Bank information. We will not assign new credentials until the affected computer(s) has been examined by a reputable third party service provider acceptable to us to insure that there are no viruses, spyware, malware, worms and/or message or transfer interception software present. You also hereby agree not to attempt, in any way, to manipulate, change or alter the Service.

All uses of the Services through a Login ID and Password will be deemed to be authorized by and binding on you. You assume the entire risk for unauthorized use of your Login ID and Password and any unencrypted electronic transmissions. We assume no responsibility to discover or report to you any possible breach of security or unauthorized disclosure of Login ID(s) and Password(s).

You acknowledge and agree that we have employed commercially reasonable security measures to protect the integrity of data you transmit to us over the internet and to protect against unauthorized access to your Account(s) (“**Security Procedures**”). You agree that any interception of data that occurs notwithstanding the security measures is beyond our control and we are not responsible for any such interception. You also agree that if we abide by the Security Procedures applicable to your Account(s), you are liable for any losses that occur through unauthorized use of your Account(s), unless otherwise expressly required by law. Any physical access to your computer obtained by any person will be deemed authorized use and authorized access resulting in an authorized transaction. These rules supersede any contrary statements in any other agreement or disclosure including, without limitation, any disclosure received from us in connection with your deposit Account(s).

To ensure accuracy, Company shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File. Company may send multiple Files to Bank or Processor throughout the day. The total dollar value of the Files sent by Company to Bank on any day shall not exceed the dollar amount established by Bank (the “**Deposit Limit**”). If the total dollar value of the Files sent by Company to Bank on any day exceeds the Deposit Limit, Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Bank may accept and

process the File. Company agrees not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by Bank no later than the cut-off time specified on the Enrollment Form (the “**Cut-Off Time**”). A File is considered received by Bank when a complete copy of such File has been written on a Bank electronic storage device in conformity with Bank’s technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by Bank prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Bank’s records shall be determinative. A File which is not balanced or which is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Company’s receipt of notice thereof. Company may contact Bank at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time.

5.5 Maintenance and Destruction of Original Check. Company shall stamp the original Check “ELECTRONICALLY PROCESSED” before or during the process of scanning the Check in accordance with Section 5.4 of this Booklet. Company shall securely store all original Checks for a period of sixty (60) days after Company has received notice from Bank that the File containing the images of such Checks has been accepted (such period the “**Retention Period**”). During the Retention Period, Company shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Company shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by Company. Company shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Company will use commercially reasonable methods of destruction approved by Bank to destroy original Checks after expiration of the Retention Period. Company will promptly (but in all events within 5 Business Days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

5.6 Image and MICR Quality. Each File transmitted by Company to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Company. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image: (a) the amount of the Check; (b) the payee of the Check; (c) the signature of the drawer of the Check; (d) the date of the Check; (e) the Check number; (f) the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and (g) all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by the American National Standards Institute (“**ANSI**”), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

Company shall also capture and transmit to Bank the full-field MICR encoding on each Check. Company shall ensure that the following information is captured from the MICR line of each Check: (a) the American Bankers Association routing transit number (“**RTN**”); (b) the number of the account on which the Check is drawn; (c) when encoded, the amount of the Check; and (d) when encoded, the serial number and the process control field of the Check.

5.7 Receipt of File. Company agrees that Company shall be solely liable for, and Bank shall not have any liability whatsoever to Company for, any File or the Images or other information contained therein that are not received by Bank or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Company agrees that Bank has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Company. Bank has no obligation to notify Company of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to Company for the rejection of a File or the Images or other information contained therein or for the failure to notify Company of such rejection. Upon receipt of a File submitted by Company, Bank may examine such File and the Images and other information contained therein to ensure that Company has complied with this Service Section and followed the instructions provided to Company by Bank. If Bank determines that Company has not complied with this Booklet or followed the instructions or if errors exist in the Images or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a “**Corrected File**”). As a form of correction, Bank may credit Company’s Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Company to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Bank determines that Company has complied with this Booklet, the File is balanced and the Images meet the requirements of Section 5.6 of this Service Section, then Bank shall accept the File (an “**Accepted File**”) for deposit to Company’s Account. Upon acceptance of the File, Bank shall electronically notify Company of receipt and acceptance of the Accepted File for deposit if using Remote Deposit Complete. The Bank will not electronically notify Company of receipt and acceptance of the Accepted File for deposit if using Remote Deposit Scan or ACH services with this Service. Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to Company’s Account shall be provisional, and Company shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank.

5.8 Provisional Credit and Availability of Funds. Upon processing of the File for posting to the Company's Account, Bank shall grant Company's Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Provisional Credit" means that the credit is made to Company's Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's Funds Availability Disclosure.

5.9 Laws, Rules and Regulations. Company agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Company further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. The Rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Booklet and the Rules, the Rules will control.

5.10 Collection of Checks. Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Bank's selection of the clearing agents shall be considered to have been designated by Company. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.

5.11 Contingency Plan. Company agrees that, in the event Company is not able to capture, balance, process, produce or transmit a File to Bank, or otherwise process a deposit, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Company will transport the originals of all Checks to the closest office of Bank and deposit original Checks with Bank until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Booklet. Notwithstanding the foregoing, and to the extent applicable, Section 5.12 of this Booklet dealing with warranties shall apply to the deposit of original Checks.

5.12 Warranties. Company represents, warrants and covenants the following to Bank:

- a. Checks Deposited. Company shall only deposit Checks that are authorized by this Booklet, and the Deposit Agreement;
- b. Image Quality. Each Image transmitted by Company to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Service Section;
- c. Accuracy of Information. All data and other information submitted by Company to Bank, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Service Section;
- d. Business Purpose Only. Company is not a consumer, and the Service shall be used for business purposes only;
- e. No Duplicates. Company will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Company further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- f. No Loss. No Subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- g. Information. All information provided by Company to Bank is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of Company. Company is not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by Company to Bank;
- h. Authority and Legality. (i) Company is authorized to enter into, and perform its obligations under, this Booklet; (ii) the person signing the Enrollment Form on behalf of Company is duly authorized to execute the Enrollment Form; (iii) this Service Section is valid and enforceable against Company in accordance with its terms; and (iv) the entry into, and performance of, this Service Section by Company will not violate any law, or conflict with any other agreement, to which Company is subject;
- i. No Litigation. There is no action, suit or proceeding pending or, to Company's knowledge, threatened which, if decided adversely, would impair Company's ability to carry on its business substantially as now conducted or which would adversely affect Company's financial condition or operations.
- j. Transactions. All Checks and business transactions of Company are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- k. Rule Compliance. Company conducts its business, and submits Checks and Files in compliance with this Booklet, applicable law and the Rules.
- l. Computer Virus. No Files or Checks contain any computer viruses or other harmful, intrusive or invasive codes.

5.13 Returned Checks.

a. **Chargeback of Returned Checks.** If Images of Checks deposited by Company are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, Company understands and agrees that, since Company either maintains the original Check or has destroyed the original Check in accordance with Section 5.5 of this Service Section, the original Check will not be returned, and Bank may charge back an Image of the Check to Company's Account. Company understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, Company agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Company.

b. **Special Instructions.** Company may request that Bank re-present returned Images of Checks to the drawee or process returned Images of Checks according to instructions provided by Company to Bank (the "**Special Instructions**"). These Special Instructions may be given to Bank in a separate document in conjunction with or subsequent to the execution of the Enrollment Form. Bank shall not be bound by such Special Instructions until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Check back to Company Account to which the Checks were deposited. In the event that Company has requested that returned Images of Checks be re-presented, in no event will Bank re-present an Image of a Check or an ACH entry in excess of the limit established or permitted for the number of times that a Check or ACH entry may be re-presented by the Rules. Company may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until acknowledged and accepted in writing by Bank. Company hereby agrees to pay Bank the fees for processing returned Checks and Special Instructions contained in Bank's then current schedule of fees for such services.

5.14 Errors or Discrepancies. Transaction confirmation is generally provided through Company's periodic account statements issued by Bank pursuant to separate deposit account agreements between Bank and Company and may be provided through Internet access to Company's Account information (provided Company has enrolled in certain Internet-delivered Services).

a. Company agrees to promptly examine Company's account statements and any other notices or confirmations provided by Bank with respect to Service transactions and to notify Bank immediately in the event of any errors or any discrepancies between Company's records and information received from Bank. Company also agrees to notify Bank immediately of any error or discrepancy Company may find in reviewing Company's Account information via the Internet.

b. Bank and Company agree that thirty (30) days is a reasonable period of time for Company to notify Bank of errors and discrepancies (including, without limitation, unauthorized transactions), unless any other applicable administrative documents, operating rules, agreements or laws provide for a shorter notification period, in which case such shorter period shall apply, and if Company fails to notify Bank in writing of any error or discrepancy within thirty (30) days, or within such shorter applicable period, after transmittal by Bank of the documentation reflecting such error or discrepancy, Company shall be precluded from asserting such error or discrepancy against Bank.

c. Company agrees to provide Bank with all information Bank reasonably requests in connection with investigating any error or discrepancy.

d. This Service Section does not modify error or discrepancy notification requirements that may be set forth in deposit agreements between Bank and Company governing Company's Account(s) (including, without limitation, notification regarding checks paid without a properly authorized signature), except to the extent that any errors or discrepancies specifically relate to Service transactions.

5.15 Limits on Services. Bank, in its discretion, reserves the right to establish from time to time limitations and restrictions with respect to Service transaction amounts, frequency of Service transactions, the types of Accounts that are eligible for Services, and other matters relating to the Services based on Company's Account balances, the terms and provisions of other agreements in effect between Company and Bank with respect to specific transactions to be performed hereunder, applicable law, systems limitations, and other factors deemed significant by Bank in its sole discretion. Company agrees to abide by and be bound by all limitations and restrictions imposed from time to time by Bank.

5.16 Indemnification and Liability; Third Party Claims. Company hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Booklet, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Company's (i) failure to report required changes, (ii) transmission of incorrect data to Bank (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, or (vi) deposit of a prohibited check; (b) Bank's (i) provision of the Service, or (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Company, (c) Company's breach of any of Company's warranties, representations and/or obligations under this Booklet or any other agreement between Company and Bank, including, but not limited to, the Deposit Agreement, and the terms of this paragraph

shall survive the termination of this Booklet and/or (d) Company's breach or violation of any Rules; provided, however, Company is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

5.17 Third Parties; Maintenance.

a. Service from Others. Company may be using special equipment, services or software provided by a third party to assist it in processing Checks and Files hereunder (each a "**Third Party**" and, if more than one, "**Third Parties**"). Company (i) agrees that any Third Party is acting as Company's agent in the delivery of Checks and Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Rules or this Booklet. Bank will not be liable for any losses or additional costs incurred by Company as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. Company shall provide at least 10 days advance written notice to Bank in the event it uses any such Third Party. Company is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Bank shall not have any responsibility for any Check or File handled by a Third Party until that point in time when Bank accepts and approves a Check or File from such Third Party for processing.

b. Equipment Maintenance. If Company provides the equipment, or purchases equipment from Bank, Company shall be solely responsible for obtaining and properly maintaining its equipment and system requirements, its electrical services, and telephone system, including computer equipment, Internet connectivity, scanning terminals (unless contracted with Bank) and any other equipment or items necessary to use the Service. Bank shall not be liable to Company, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Company's failure to do so.

5.18 Term. This Service Section shall commence on the day the Service is selected and the Enrollment Form is executed by Company and, unless sooner terminated hereunder, will continue for a period of one (1) year ("**Initial Term**"). Thereafter, unless sooner terminated hereunder, the Service Section will automatically renew for successive one (1) year periods ("**Renewal Term**"), unless either party provides the other party with at least thirty days (30) written notice to the contrary prior to the end of the applicable term. Notwithstanding the foregoing, Bank may immediately terminate this Service Section upon Company's breach of this Service Section or violation of any law, rule or regulation. In the event that the Bank exercises its right to terminate prior to the expiration of the Initial Term or a Renewal Term or in the event of Company terminates this Service Section prior to the expiration of the Initial Term or Renewal Term, Company shall pay an early termination fee in an amount specified in the Schedule of Fees.

SECTION SIX: POSITIVE PAY

This Section Six governs Company's use of the Positive Pay Service. Bank, in its sole discretion, may not permit Company to use the Positive Pay Services until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Positive Pay Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Company agrees that the use by Company of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

Bank offers the Positive Pay Service subject to the terms of this Booklet only in association with the Company Accounts, and this Booklet supplements but does not replace the terms and conditions governing the Account.

To utilize the Positive Pay Services described herein Company must be enrolled in and be an active participant in the First United Bank Online Service offered by Bank. Company agrees that by using the Positive Pay Services described in this Section Six, Company has read and agrees to the terms and conditions pertaining to the Designated Accounts (as defined below).

6.1 Check Positive Pay Service. Company may use the Positive Pay Service to quickly identify and act upon fraudulent checks as well as quickly reconcile Company's Designated Accounts. Company shall provide the Bank with a Check Issue File or File in the manner described and defined below, detailing all checks Company has issued on the Designated Accounts. This File is to be imported into the Bank's system for comparison to checks presented for payment against Company's Designated Accounts. "**Designated Accounts**" are the deposit accounts designated on the Enrollment Form. Company must log into the First United Bank Online Service to utilize the Positive Pay Service described herein.

a. Check Issue File. A "Check Issue File" (referenced sometimes herein as the "**File**") is a file issued by Company to the Bank which provides a list of all outstanding checks issued by Company against the Designated Accounts which were not previously listed on a Check Issue File. If Company has selected the "Payee Name Validation" service below, Company shall also provide the name of the Payee on the Item in the Issue File. The File transmitted to Bank shall constitute the signature of Company for purposes of determining whether a Presented Check is properly payable. "**Presented Check**" means a check drawn on a Designated Account and presented to Bank for payment. By transmitting the File, Company expressly warrants that all Presented Checks that match the information in the File are properly payable. The File must accurately state the check number, issue date, and exact dollar amount on each check drawn on the Designated Accounts. Company may upload Files to Bank's system on a monthly, weekly, daily and/or hourly basis. Before beginning the Positive Pay Service and providing its first File, Company must provide Bank a list of all outstanding checks on the Designated Accounts. As noted herein, any Presented Check that does not appear in a File received by Bank or that is not manually uploaded by Company, shall appear in the Reject Items. In order to

avoid having a large number of items in the Reject Items, due to checks being presented before Bank has had an opportunity to match them to the uploaded checks, Company should upload the File or checks to Bank's system at least one (1) Business Day before a check is delivered to the payee.

In the event of system failure, either that of Company or of the Bank, and the File cannot be or is not received by the Bank for any reason or the Bank cannot process the file for any reason, the File shall be considered as not received, even if the Bank has possession of the File. The Bank shall have no responsibility for a File that is not received and all checks presented on a Designated Account for which no File is received will be listed on the Reject Items as provided below.

b. Software. It is not required that Company have any type of accounting software to utilize this Positive Pay Service, because Company also has the ability to manually upload outstanding checks via the First United Bank Online Service. Company may upload a file to Bank's system using a spreadsheet format that meets the requirements of Bank that may be established from time to time. Bank shall have the right to reject any file that is presented in a format that cannot be uploaded by Company or processed by Bank. If you do have software that will create a Positive Pay file, our system may be customized to fit your software formatting requirements. We do ask that if you are going to use software to upload a Positive Pay file to our system that you send us a test file at least five (5) Business Days before activating this service. This will allow us to test compatibility of your software file format.

c. Printed Check requirement. If you order or print checks from any check-printing vendor other than the Bank's approved vendors, you agree to ensure the MICR encoding ink is of high quality. Not using high quality MICR ink could result in a large number of Positive Pay violations and additional costs to you.

d. Payment of Presented Items and Reporting of Exception Issues. Bank shall compare each Presented Check (other than checks not covered as discussed in subsection 6.4) to the checks identified in the File received by the Bank from the Company. Unless Company has rejected the Payee Name Validation service in the Enrollment Form, Bank will review or attempt to match the payee on the check if Company has provided Bank with the payee information. Unless Company has not rejected Payee Name Validation from the Positive Pay service, the Bank is directed otherwise and agrees, Company has sole responsibility for matching the payee on the checks identified by Company in the File. If Company has selected Payee Name Validation, Company acknowledges and agrees that Bank shall use reasonable efforts to match the name of the Payee on the Item in the Issue File to the Presented Check and that Bank shall not be liable to Company if Bank is not able to match the Payee designated in the Issue File to the Presented Check, even in circumstances where the Payee on the Presented Check does match the Payee on the Item in the Issue File. In the event that the check number and the amount of the Presented Check match the Item in the Issue File but the Payee does not match, the Presented Check shall be designated as an Exception Item subject to further review by Company. It is your responsibility to work and clear your Positive Pay exceptions daily by 11:00 a.m. Central Time.

A "**Matched Check**" is a Presented Check that matches a check identified in the File by check number, issue date, exact dollar amount, and that also matches as to payee if Company directs Bank to do so in the Enrollment Form, as described in subsection 6.2. There is an additional, per check fee to have Bank examine each check identified in the File for the payee. The Bank may debit and charge this fee to the Designated Account.

The Bank shall provide to Company, via the First United Bank Online service, a list of any Presented Checks on the Designated Accounts (other than checks not covered as discussed in subsection 6.4), that do not exactly match (per the criteria identified above) the checks identified in the file ("**Exception Check**") in a form entitled "**Reject Items.**" Bank shall make the Reject Items available to Company, via the First United Bank Online Service, by 8:00 a.m. Central Time each Business Day. Company may set up an Alert in the Online Service and Bank will send an Alert via email, or text message when the Reject Items form is available. The Company must log into the First United Bank Online Service to review the Reject Items. Company must log into the First United Bank Online Service to review the Reject Items no later than 10:00 a.m. Central Time.

6.2 Pay Request/Return Request. Prior to 11:00 a. m. Central Time or upon Bank's notification if Company has elected to receive an Alert, a Positive Pay Contact (defined below) of Company will either confirm the validity of the Exception Item and request the Bank to pay the Item ("**Pay Request**") (in which case Bank will pay the Exception Item provided Company responds within the time specified below), or will instruct Bank to dishonor (return) the Exception Item ("**Return Request**"). Bank may rely upon instructions received from any one Positive Pay Contact. Bank is not required to obtain approval or confirmation from Company, from any Administrator or from any other Positive Pay Contact. Company agrees that a Positive Pay Contact will respond to Bank concerning each Exception Item using the electronic service by 11:00 a.m. Central Time ("**Positive Pay Cut-Off**") on the same Business Day that Bank notifies Company of the Exception Item. If check exception is presented at a First United Bank location, Company agrees that a Positive Pay Contact will be available to respond to Bank concerning the item. If Bank is unable to speak with the Positive Pay Contact, the default pay or return decision will be applied. If default decision is to return the check, the item will be provided back to the person presenting it. Company agrees to pay Bank the Exception Item's fee, plus interest if applicable, for each Exception Item presented to Bank. Notwithstanding the provisions contained in this Section 6.2, Bank may return (without providing Company notification prior to such return) each Exception Item that is personally presented by an individual to Bank for payment.

The Company's Online Administrator may grant access to Users who are authorized to instruct Bank concerning the disposition of Exception Items ("**Positive Pay Contacts**"). Any Administrator may, from time to time, request to add or delete access to Positive Pay Contacts. Bank

shall not be responsible for any claims, liabilities, losses, damages, costs or expense resulting from, or relating to, Bank's payment or return of a Presented Check, or Bank's other action or inaction, that is based upon: (i) an Unauthorized Person's instructions to pay or return an Exception Item or other instructions; (ii) an Unauthorized Person's failure to respond to Bank's notification concerning an Exception Item; or (iii) an Unauthorized Person's revision to the online access of the Positive Pay Contacts. **"Unauthorized Person"** means any person included in the Positive Pay Contacts online access that is, however, not authorized to act on Company's behalf, whose name remains on the list of users because of the Company's Online Administrator's failure to update the list of users or because of other Company error.

Each Matched Check or check within the Reject Items which Company authorizes Bank to pay in accordance with this Service will be paid without Bank performing its customary (or any other) check verification procedures. Bank will have no liability whatsoever for paying such Matched Check or Company authorized check even if its serial number or amount is altered, or even if it is a counterfeit, bears a forged or unauthorized signature or was otherwise not validly issued. Company acknowledges and agrees that each Presented Check which Bank pays in accordance with this Section Six will be conclusively deemed to be properly payable.

Subject to subsection 6.6, Bank shall not pay any Presented Check for which Bank has received from Company a "stop payment" order request consistent with the Terms and Conditions agreement between the parties governing the Designated Accounts.

Company agrees and understands that the Positive Pay Service applies only to MICR encoded paper checks and documents. Therefore, the Positive Pay Services and this Section Six shall not apply to any electronic funds transfer ("**EFT**"), ACH transaction, or check that has been converted to an ACH transaction that does not contain a serial number. Accordingly, this Section Six shall have no effect with respect to any such transactions on Bank's or Company's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

6.3 Default. THE FAILURE OF COMPANY TO COMMUNICATE EITHER A PAY REQUEST OR RETURN REQUEST AS TO THE CHECKS WHICH ARE ITEMIZED AS REJECT ITEMS, OR THE FAILURE OF BANK TO RECEIVE ANY SUCH PAY OR RETURN REQUEST FROM THE COMPANY, SHALL BE CONCLUSIVELY DETERMINED TO BE A PAY OR RETURN REQUEST BY DEFAULT AS INSTRUCTED BY COMPANY IN THE ENROLLMENT FORM. BANK SHALL NOT BE LIABLE TO COMPANY FOR PAYING OR RETURNING SUCH REJECT ITEMS AND SHALL HAVE NO LIABILITY TO COMPANY FOR SUCH PAID CHECKS.

6.4 Checks Not Covered. This Positive Pay Service does not cover a Presented Check which the Bank has already cashed, negotiated or paid or which the Bank is already committed to honor or pay under applicable laws, regulations or rules governing such items. All transactions presented to Bank for immediate payment, such as Presented Checks over the counter (i.e. at a teller window or drive through) to be cashed or paid, will be matched to the File but will not be sent as Reject Items prior to payment of such checks if checks do not match checks identified in the File.

Notwithstanding any other provision of this Section Six, Company authorizes Bank to return the Presented Check which fits the criteria in the preceding paragraph. Additionally, Bank shall have no obligation to notify Company of any such Presented Check.

6.5 Errors. The Bank is not responsible for detecting any Company error contained in any File, Pay Request or Return Request communicated by the Company to the Bank or for any File, Pay Request or Return Request not timely received by Bank via First United Bank Online Service.

6.6 Stop Payment and Return Decisions. The Positive Pay Service will not be used as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to return a Matched Check or other check that was validly issued. Nothing in this Section Six will limit Company's right to stop payment on any Matched Check or other check or Bank's right to return any Matched Check or other check that Company has authorized Bank to pay in accordance with this Section Six if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected and available funds in the Account to pay it.

6.7 Communication. The Company is solely responsible for setting up the First United Bank Online Service, for providing accurate electronic addresses for communication in connection with transactions contemplated in this Section Six, for all security of Company's systems and devices used to access the First United Bank Online Service.

6.8 Limitation of Liability.

a. Wrongful Dishonor. Bank's liability to Company for any Presented Check erroneously paid by Bank in breach of this Section Six ("**Bank's Wrongful Honor**") shall be limited to the lesser of the amount of the wrongfully paid Presented Check or Company's actual damages resulting from Bank's payment of the Presented Check. Bank retains the right to assert the defense that Company has sustained no actual damages because Bank's Wrongful Honor discharged for value an indebtedness of Company. Bank also retains the right to assert Company's failure to exercise reasonable promptness or ordinary care under the UCC. Nothing herein shall constitute a waiver or limitation of the rights of Bank under the UCC. Bank's liability for wrongful dishonor of a Presented Check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, that Bank shall have no liability to Company for wrongful dishonor when Bank, acting in good faith, returns a Presented Check: (i) that it reasonably believed was not properly payable; or (ii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts. Company agrees that Bank exercises ordinary care whenever it pays or returns a Presented Check consistent with the provisions of this Section Six.

b. Loss Recovery Efforts. The Company agrees to cooperate with Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Positive Pay Service. The Company acknowledges that the fees of Bank for the Positive Pay Service, has been established in contemplation of: (a) these limitations on our liability, (b) the responsibility of the Company to review statements, confirmations, and notifications promptly and to notify Bank immediately of any discrepancies or problems, and (c) the responsibility of the Company to assist Bank in any loss recovery effort.

c. Hold Harmless. Company shall accept liability to any party and indemnify and hold the Bank harmless for any damages, losses, fines, fee, taxes, legal expenses, or actions at law arising from the return (dishonor) of any Presented Check if such return resulted from the correct application of any Pay or Return Request of Company.

d. Properly Payable Debit. Any Presented Check that is paid in accordance with the Positive Pay Service shall conclusively be considered properly payable and Company agrees that Bank shall have no liability to Company for paying Presented Checks in accordance with the Positive Pay Service.

6.9 Security Procedures. Without limitation on the security precautions or procedures set forth in Section One pertaining to the First United Bank Online Service, the Company agrees:

a. In its sole and absolute discretion Bank may elect to specify security procedures which relate to this Positive Pay Service and the First United Bank Online Service. When such procedures are specified, Company agrees that the purpose of the security procedures is to verify the authenticity of any Pay Request and Return Request submitted to Bank by Company. Company's continued use of this Positive Pay Service following receipt of any security procedure specifications from Bank constitutes Company's acceptance of such security procedure, Company's acknowledgement that such security procedures are commercially reasonable, and Company's agreement that all Pay Request and Return Request communicated by Company hereunder will comply with such security procedures.

b. Company agrees to establish and maintain internal procedures to adequately safeguard against unauthorized Pay Request and Return Request and to limit access to the Positive Pay Service procedures to only those individuals whom Company has authorized to act on its behalf with respect to this Service, and shall otherwise comply with the procedures and security precautions set forth herein pertaining to the First United Bank Online Service. Any Pay Request or Return Request (including a request for cancellation, amendment, or reversal of any such request or instruction) or other communication received by Bank that purports to have been submitted or authorized by Company in accordance with this Section Six and/or Section One pertaining to the First United Bank Online Service, with the user name, password, or other identification codes designated by Company shall be effective and binding upon Company even if such request or instruction was not in fact authorized by Company, provided Bank has acted in good faith.

c. If Company believes the security procedures have been compromised or that confidential information regarding the use of this Positive Pay Service has become known to any individual who might initiate unauthorized Pay Requests or Return Requests, Company agrees to promptly notify Bank to initiate such corrective action as might be necessary to prevent unauthorized access to the Positive Pay Service.

6.10 Description of ACH Positive Pay Service. Subject to the terms and conditions of this Agreement, Bank shall provide the Service to Company, which allows Company to create ACH Authorization Rules and Automated Clearing House ("ACH") transfers to the Company's deposit accounts at Bank within the Positive Pay System. As used herein, "ACH Transaction(s)" shall refer to certain electronic funds transfers which settle within a Bank or between Banks according to specified rules and procedures governed by the Federal Reserve Bank and the National Automated Clearing House Association ("NACHA"). "Debit Entry" shall refer to any ACH Transaction which has the intended result of removing funds from Company's demand deposit account(s) or savings account(s). "Credit Entry" shall refer to any ACH Transaction which has the intended effect of depositing funds to Company's demand deposit account(s) or savings account(s). Company acknowledges and agrees that by enrolling in ACH Positive Pay, company is creating rules to monitor ACH transactions and Bank will still post transactions as governed by the Federal Reserve Bank and NACHA.

6.11 Creating ACH Authorization Rules or Filters. Company, or its authorized representative or agent, shall create and maintain ACH Authorization Rules and Filters in the Positive Pay System. Bank will not monitor or setup the rules and/or filters on behalf of Company. Amendments of the Operating Instructions shall be by such method and in such format as Bank shall specify.

6.12 Form of ACH Authorization Rules or Filters. The system allows for any one or more of the following actions:

a) Company may create notification rules so that any exceptions to desired ACH rules will require a pay or return decision by the Company if a create exception notification is selected. If Company selects an email notification only they will receive an email notification on any unauthorized transaction, but it will not be listed as an exception.

b) Company may select ACH Authorization Rules based on Company ID, SEC Code, ACH Debits or ACH Credits, and/or dollar amount,

c) The Transaction Filter/Block within Positive Pay is used to define guidelines for monitoring ACH activity and alerting the company if an ACH item posts that matches the monitoring guidelines. As with ACH Authorization Rules, Company an select to receive exception notifications that require a pay or return decision, or an email notification only that does not list the transaction(s) as an exception.

d) Company may select ACH Transaction Filter/Block Rules based on Company ID, SEC Code, Tran Codes, ACH Debit or ACH Credit, Minimum Filter Amount which will apply to only transactions with an amount greater than the filter amount,

6.13 Pay Request/Return Request. Prior to 11:00 a. m. Central Time or upon Bank's notification if Company has elected to receive an Alert, a Positive Pay Contact (defined below) of Company will either confirm the validity of the Exception Item and request the Bank to pay the Item ("**Pay Request**") (in which case Bank will pay the Exception Item provided Company responds within the time specified below), or will instruct Bank to dishonor (return) the Exception Item ("**Return Request**"). Bank may rely upon instructions received from any one Positive Pay Contact. Bank is not required to obtain approval or confirmation from Company, from any Administrator or from any other Positive Pay Contact. Company agrees that a Positive Pay Contact will respond to Bank concerning each Exception Item using the electronic service by 11:00 a.m. Central Time ("**Positive Pay Cut-Off**") on the same Business Day that Bank notifies Company of the Exception Item. Company agrees to pay Bank the Exception Item's fee, plus interest if applicable, for each Exception Item presented to Bank. Notwithstanding the provisions contained in this Section 6.2, Bank may return (without providing Company notification prior to such return) each Exception Item that is personally presented by an individual to Bank for payment.

If an ACH Transaction is to be returned, Company must complete an ACH Dispute Form from within the Positive Pay System or a form can be requested from the Bank.

The Company's Online Administrator may grant access to Users who are authorized to instruct Bank concerning the disposition of Exception Items ("**Positive Pay Contacts**"). Any Administrator may, from time to time, request to add or delete access to Positive Pay Contacts. Bank shall not be responsible for any claims, liabilities, losses, damages, costs or expense resulting from, or relating to, Bank's payment or return of a Presented Check, or Bank's other action or inaction, that is based upon: (i) an Unauthorized Person's instructions to pay or return an Exception Item or other instructions; (ii) an Unauthorized Person's failure to respond to Bank's notification concerning an Exception Item; or (iii) an Unauthorized Person's revision to the online access of the Positive Pay Contacts. "**Unauthorized Person**" means any person included in the Positive Pay Contacts online access that is, however, not authorized to act on Company's behalf, whose name remains on the list of users because of the Company's Online Administrator's failure to update the list of users or because of other Company error.

Each Matched ACH Transaction within the Reject Items which Company authorizes Bank to pay in accordance with this Service will be paid without Bank performing its customary (or any other) verification procedures. Bank will have no liability whatsoever for paying such Matched ACH Transaction or Company authorized ACH Transaction. Company acknowledges and agrees that each ACH Transaction which Bank pays in accordance with this Section Six will be conclusively deemed to be properly payable.

Subject to section 11, Bank shall not pay any ACH Transaction for which Company has placed an "ACH Block" consistent with the Terms and Conditions agreement between the parties governing the Designated Accounts in the ACH Block Service. ACH Block and ACH Positive Pay are two different services and the Terms and Conditions are separate.

Company agrees and understands that the Positive Pay Service applies only to MICR encoded paper checks and documents. Therefore, the Positive Pay Services and this Section Six shall not apply to any electronic funds transfer ("**EFT**"), ACH transaction, or check that has been converted to an ACH transaction that does not contain a serial number. Accordingly, this Section Six shall have no effect with respect to any such transactions on Bank's or Company's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

6.14 Limit of Liability.

a) **Dispute over Return of ACH Debit Entry.** Company acknowledges that the return of an ACH Debit Entry is subject to dispute on the part of the Sender. In the event of such a dispute the Bank must act according to applicable laws, regulations, and the rules, including any attachments or appendices thereto now in effect, or as may be amended from time to time, of the National Automated Clearing House Association governing ACH transactions ("**Rules**"). Company hereby indemnifies and holds Bank, its officers, directors, shareholders, agents, employees, and Affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to the use of the Service by Company.

b) **Right to Suspend Services.** Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the Service, in whole or in part, in Bank's sole and absolute discretion and with or without notice to Company if Company shall fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or commit any act or omission which impairs Bank's ability to provide or prevents Bank from providing the Service.

c) **Examination of Account Statements.** Nothing in this Agreement shall be construed as relieving Company of its normal due diligence responsibilities regarding the examination of account statements and individual ACH Debit Transactions to detect exceptions outside the scope of the Service provided to Company hereunder. Bank shall not be liable for any loss arising from Company's failure to exercise due diligence.

d) **Hold Harmless.** Company shall accept liability to any party and hold the Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Debit Transaction if such return resulted from the correct application of the Company's pay/return instructions.

a. **Properly Payable Debit.** Any ACH Debit Transaction that is paid in accordance with the Service shall be considered properly payable and Company agrees that Bank shall have no liability to Company for paying ACH Debit Transactions in accordance with the Service.

SECTION SEVEN: ELECTRONIC DATA INTERCHANGE (EDI) SERVICE

This Section Seven governs Company's use of the Electronic Data Interchange Service. By selecting the Electronic Data Interchange (EDI) Service in the Enrollment Form or upon Company's use of the Service, whichever occurs first, Bank agrees to provide Company with Electronic Data Interchange ("EDI") which is offered through an Electronic Statement ACH Addenda Notice delivered via the Online Banking Service. The notice is received through an Electronic Statement email or can be viewed by logging into Online Banking and clicking on the eStatements tab. This EDI Service is available to any customer who self-enrolls in eStatements through Online Banking and selects the ACH Addenda Notice document type. Company agrees that the use by Company of any Service shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Bank. In the event of a Bank error, the Bank agrees to correct the error at its own expense. This is the limit of the Bank's liability for damages under this Agreement. The Customer shall hold the Bank harmless against other damages, including consequential damages, except in the case of fraud, gross negligence, or willful misconduct on the Bank's part. The Bank shall not be responsible for failure to perform hereunder if such failure is due to causes beyond its reasonable control.

SECTION EIGHT: ZERO BALANCE ACCOUNT SERVICE

This Section Eight governs Customer's use of the Zero Balance Account Service. The Zero Balance Account Service is a Service offered by Bank whereby the balance in a demand deposit account designated as a Zero Balance Account ("**ZBA**") is maintained at the balance designated by Customer ("**Target Balance**"). The balance is maintained at the Target Balance by one of two methods at the Customer's discretion. Under the debit method, checks are issued by Customer and paid on a ZBA and funds are automatically transferred from an account ("**Parent Account**") to the ZBA. Customer may maintain multiple ZBA's that are funded by a Parent Account. Under the deposit method, Customer makes deposits to the ZBA and funds are automatically transferred to the Parent Account from the ZBA. Under both methods, the Parent Account and the ZBA are maintained by Customer with the Bank. The ZBA, Parent Account, and the Target Balance are designated in the Enrollment Form. Customer hereby requests and Bank agrees to perform the Zero Balance Account Service in accordance with this Agreement.

8.1 Establishment of accounts. Customer shall open the depository accounts and shall submit all forms and documents, including but not limited to signature cards, partnership agreements and resolutions as required by Bank, in order to establish the ZBA Service. Customer shall designate in the Enrollment Form the Parent Account and the ZBA(s) to which and from which funds shall be transferred.

8.2 Payment of checks under the debit method. Bank shall pay checks presented for payment against the ZBA(s) in the same manner that Bank currently pays checks on other demand deposit accounts maintained with Bank. As checks and other debits are presented for payment against the ZBA(s), Bank will post the checks and other debits. After all debit items have been posted to the ZBA, Bank will automatically transfer funds from the Parent Account to the ZBA(s) in the amount of the total debits presented for payment against the ZBA(s). If the Collected Balance in the Parent Account is not sufficient to accommodate the transfer, Bank may, at its option, make the transfer, even if it would create an overdraft in the Parent Account, and make provisional debits to the ZBA(s). In this event, Customer shall make a deposit to the Parent Account in immediately available funds in an amount sufficient to cover the overdraft in accordance with the Implementation Instructions. If Customer does not make such a deposit to the Parent Account, Bank may, at its option, create an overdraft in the Parent Account, reverse the entire transfer, or reverse that portion of the transfer necessary to eliminate the overdraft or to replenish the funds which were not available and return checks provisionally debited to the ZBA(s).

8.3 Transfers under the deposit method. Customer shall periodically make deposits to the ZBA(s) and Bank shall post those deposits in the same manner that it currently posts deposits to other demand deposit accounts. After all deposits have been posted and all debits have been deducted for that processing day, Bank will automatically transfer the ledger balance in the ZBA(s) to the Parent Account. All float assigned to the ZBA(s) as a result of the deposits made to the ZBA(s) shall also be transferred to the Parent Account.

8.4 Authorization. Bank is hereby authorized and directed, without further instructions from Customer, to automatically transfer funds from Customer's Parent Account to Customer's ZBA(s) or from the ZBA(s) to the Parent Account, as necessary, to maintain Target Balance in the ZBA(s) at all times.

8.5 Co-Mingling of Funds. It shall be Customer's sole and exclusive responsibility to be knowledgeable of any and all rules governing the co-mingling of funds among Customer's various accounts, whether such rules are established by Customer's internal policies or by any external policies, regulations, or laws to which Customer is subject. Bank shall be entitled to act in good faith upon any and all Implementation Instructions provided to Bank by Customer relative to the Services. Customer agrees to hold Bank harmless from liability for any claims, fines, assessments, causes of action, or expenses arising from any transfer conducted by Bank under this Service Agreement.

8.6 Parent account balance. Customer shall use its best efforts to maintain good and immediately available funds in the Parent Account sufficient to accommodate a transfer of funds sufficient to fund checks presented for payment against the ZBA(s).

SECTION NINE: LINE OF CREDIT SWEEP

This Section Nine governs Customer's use of the Line of Credit Sweep Service. Bank, in its sole discretion, may not permit Company to use the Line of Credit Sweep Service until Bank (i) has completed its credit approval process for Company, (ii) has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Line of Credit Sweep Service, and (iii) until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Line of Credit Sweep Service. In any event, Company agrees that the use by Company of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank. The Line of Credit Service is a Service offered by Bank whereby the balance in a demand deposit account linked to the Line of Credit is maintained at the balance designated by Customer ("**Target Balance**"). The linked checking account, the Line of Credit Account, and the Target Balance are designated in the Enrollment Form. Customer hereby requests and Bank agrees to perform the Line of Credit Service in accordance with this Agreement.

9.1 Bank will designate Company's existing line of credit account as a transfer-activated account, pursuant to this Agreement and underlying loan documents. COMPANY UNDERSTANDS AND ACKNOWLEDGES THAT THE COMPANY'S DEMAND DEPOSIT ACCOUNT BALANCE, TOGETHER WITH BALANCES IN COMPANY'S OTHER BANK ACCOUNTS, IN EXCESS OF CERTAIN DOLLAR LIMITS ESTABLISHED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) FROM TIME TO TIME MAY NOT BE A DEPOSIT INSURED BY THE FDIC OR ANY OTHER INSURER. Company directs that funds in the demand deposit account (ledger balance) in excess of a Target Balance agreed upon by Bank and Company will be transferred daily by Bank to the Company's line of credit account. The Target Balance may be changed from time to time as mutually agreed upon by Bank and Company. Only those funds in the Company's demand deposit account in excess of the Target Balance will be transferred to the Company's line of credit account. The Company may make deposits to and withdrawals from the Company's demand deposit account and conduct other transactions in the demand deposit account in accordance with the Company's demand deposit account rules.

9.2 On any day which Bank shall be open for the transaction of substantially all business which it normally transacts ("**Business Day**"), if after completion of all posting to the Company's demand deposit account the collected balance is less than the Target Balance, Company directs Bank to transfer funds from the Company's line of credit account and deposit such funds to Company's demand deposit account. Bank is authorized to transfer from the Company's line of credit account such an amount as is required to cause the collected balance in the Company's demand deposit account to equal the Target Balance. Such transfer shall be made after crediting the net proceeds of all applicable transactions in the Company's demand deposit account. If the Company's demand deposit collected balance is more than the Target Balance, Company directs Bank to transfer funds in excess of the Target Balance from the Company's demand deposit account to the Company's line of credit account ("**Payment**"). Such Payments to the line of credit account shall be applied only to the line of credit account balance and not to interest due and payable to bank.

9.3 Bank will issue a monthly statement to Company on the demand deposit account that will include transfers, balances and interest paid pursuant to this Service Agreement.

9.4 Company acknowledges and agrees that Bank may change the account number of Company's line of credit account in conjunction with this Service.

9.5 Company acknowledges and agrees that the Company's line of credit account, as evidenced by various loan documents including but not limited to a Promissory Note, are amended to include and allow for the transfers to and from the Company's demand deposit account as described in this Agreement. **Company acknowledges, agrees and understands that authorized signers on the Company's demand deposit account have full access to funds from the Company's line of credit account by the terms and provisions of this Service Agreement.** In addition to the amendment described above, Company acknowledges and agrees that all other terms and conditions of the line of credit account and/or the subject loan documents remain in full force and effect.

SECTION TEN: BAI ELECTRONIC REPORTING SERVICE

This Section Ten governs Company's use of the Electronic Reporting Service. The Electronic Reporting Service is a service whereby Bank will provide certain account information electronically to Company. Depending on the Services selected, the Service enables Company to review information about the balances and transactions in the Company's Account(s). Bank, in its sole discretion, may not permit Company to use the Electronic Reporting Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service. In any event, Company agrees that the use by Company of any Service shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Bank

10.1 Communication and Delivery of Data. Unless otherwise specified in the Agreement, Company shall be responsible for providing its own communication links to Bank, transmission equipment required to transmit data to and receive data from Bank and to obtain Internet

access if required by the Service. Bank is not responsible for any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver Services.

10.2 Company's Duty to Inspect. Company shall inspect all reports, journals, and other material evidencing the output of the Service(s) performed by Bank. Company must report all errors to the Bank for Services performed and reported to Company daily by the close of business on the banking day following the day on which the Service is rendered. Company must report all other errors within a reasonable time not to exceed ten (10) days from the date that the error is made. Failure of Company to promptly report errors within such specified time shall preclude Company from asserting the error or any loss caused by the error against the Bank.

10.3 Electronic Notices. You hereby acknowledge and agree that Bank may deliver to you any information provided as part of this Service and any required disclosures and other notices concerning these Services by e-mail or other appropriate electronic means.

SECTION ELEVEN: ACH BLOCK SERVICE

This Section Eleven governs Company's use of the ACH Block Service. Company agrees that this Section Eleven sets forth the terms and conditions pursuant to which Bank will provide to Company the ACH Block Service ("Service") outlined herein, and by selecting this Service and/or using the Service, Company accepts and agrees to all terms, conditions, and provisions of this Section Eleven. In the event of inconsistency between a provision of this Section Eleven, the Uniform Commercial Code (the "UCC"), and/or the Depository Agreement, the provisions of this Section Eleven shall prevail. Bank, in its sole discretion, may not permit Company to use the ACH Block Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service. In any event, Company agrees that the use by Company of any Service shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Bank

11.1 Description of Service. Subject to the terms and conditions of this Agreement, Bank shall provide the Service to Company, which allows Company to authorize or block Automated Clearing House ("ACH") transfers to or from Company's deposit accounts at Bank. As used herein, "ACH Transaction(s)" shall refer to certain electronic funds transfers which settle within a Bank or between Banks according to specified rules and procedures governed by the Federal Reserve Bank and the National Automated Clearing House Association ("NACHA"). "Debit Entry" shall refer to any ACH Transaction which has the intended result of removing funds from Company's demand deposit account(s) or savings account(s). "Credit Entry" shall refer to any ACH Transaction which has the intended effect of depositing funds to Company's demand deposit account(s) or savings account(s). Company acknowledges and agrees that by instructing Bank to block designated ACH Entries, Bank shall dishonor and return all such blocked ACH Entries.

11.2 Transmitting and Processing ACH Block Instructions. Company, or its authorized representative or agent, shall provide ACH Block instructions ("Operating Instructions"), provided in the Enrollment Form, to Bank. Amendments of the Operating Instructions shall be by such method and in such format as Bank shall specify. Bank shall process Operating Instructions received from Company in accordance with the procedures and requirements set forth herein. Bank shall be allowed a reasonable period of time in which to process the Operating Instructions following their receipt from Company. Bank shall not be obligated to process Operating Instructions unless all of Bank's specified requirements and conditions have first been satisfied or waived by Bank, in its sole and absolute discretion.

11.3 Form of ACH Block Instructions. Instructions may include any one or more of the following actions:

- a) Company may block all ACH Debit and/or Credit Entries on its Account(s)
- b) Company may block all ACH Debit and/or Credit Entries to its Account(s) (i) from specified Company Name(s), (ii) specified Company ID(s), (iv) specified ABA Number(s), and/or (v) specified SEC Codes.

11.4 Limit of Liability.

- a) **Dispute over Return of ACH Debit Entry.** Company acknowledges that the return of an ACH Debit Entry is subject to dispute on the part of the Sender. In the event of such a dispute the Bank must act according to applicable laws, regulations, and the rules, including any attachments or appendices thereto now in effect, or as may be amended from time to time, of the National Automated Clearing House Association governing ACH transactions ("Rules"). Company hereby indemnifies and holds Bank, its officers, directors, shareholders, agents, employees, and Affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to the use of the Service by Company.
- b) **Identification of ACH Transactions to Block.** Company and Bank acknowledge that ACH transactions are originated according to certain processing Rules which require the use of an Originator Name and Originator Identification Number imbedded in the transaction to identify its source, and this imbedded data is a critical component of Bank's ability to monitor for transactions which Company desires to block. Bank shall act in good faith to process Company's Operating Instructions. However, if the identifying information in the transaction is inconsistent or is described inconsistently by Company in Operating Instructions, Bank shall be held

harmless for posting an ACH transaction to Company's account and any dispute related to such a transaction shall be between Company and the Originator of the transaction.

- c) **Right to Suspend Services.** Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the Service, in whole or in part, in Bank's sole and absolute discretion and with or without notice to Company if Company shall fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or commit any act or omission which impairs Bank's ability to provide or prevents Bank from providing the Service.
- d) **Examination of Account Statements.** Nothing in this Agreement shall be construed as relieving Company of its normal due diligence responsibilities regarding the examination of account statements and individual ACH Debit Transactions to detect exceptions outside the scope of the Service provided to Company hereunder. Bank shall not be liable for any loss arising from Company's failure to exercise due diligence.
- e) **Hold Harmless.** Company shall accept liability to any party and hold the Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Debit Transaction if such return resulted from the correct application of the Company's pay/return instructions.
- f) **Properly Payable Debit.** Any ACH Debit Transaction that is paid in accordance with the Service shall be considered properly payable and Company agrees that Bank shall have no liability to Company for paying ACH Debit Transactions in accordance with the Service.

SECTION TWELVE: LOCKBOX REMITTANCE PROCESSING SERVICE

This Section Twelve governs Company's use of the Lockbox Remittance Processing Service ("**Service**"). Bank, in its sole discretion, may not permit Company to use the Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service. In any event, Company agrees that the use by Company of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

12.1 Definitions. The following terms and definitions apply when used in this Agreement.

"**Available Funds**" means Collected Funds.

"**CD**" means information which is transcribed on CD-ROM disk in a form suitable for transportation to Customer and readable on an IBM compatible personal computer.

"**Check**" means a negotiable instrument that is payable to Customer or other acceptable payee designation as provided for in a separate Lockbox Setup Sheet.

"**Collected Funds**" means funds for which Bank has received final credit through the check clearing system.

"**Customer**" means collectively: (i) those individuals, companies or corporations which utilize services provided by Customer; and (ii) the insurance providers for such individuals, companies or corporations, which forward to Customer funds to pay for such services.

"**Image**" means a digital copy of the customer check and/or remittance document(s). Images will be retained by Bank pursuant to applicable retention schedules.

"**Lockbox**" means the procedure whereby a Customer directs its Customers to send payments to a post office box established in Customer's name at the United States Postal Service Office located in Dallas, Texas where payment documents are retrieved and processed under the guidelines in Section 12.X.

"**Print Format**" means the recognition of the customer invoice which is returned to Bank, along with payment, for processing and updating customer payment record.

"**Remittance Document**" means the portion of the customer invoice which is returned to Bank, along with payment, for processing and updating customer payment record.

"**Remittance P.O. Box**" means the P.O. Box number, provided in a separate Lockbox Setup Sheet, established in Customer name where Customer will instruct its Customers to send their payments.

"**Remittance Processing Department**" means the operating area of Bank, or a third party engaged by Bank, which is responsible for retrieving payments from post office, opening mail, imaging and/or photo copying checks, encoding, depositing, reporting and creating data transmissions containing payment data, if so specified.

"**Transmission**" means the process whereby information contained on remittance documents is electronically transferred to Customer's processing center.

"**EFTPS**" shall mean the Electronic Federal Tax Payment System provided by the U.S. Department of the Treasury.

12.2 Delivery of Remittance. Customer will provide at its own cost and expense the remittance documents and envelopes forwarded by Customers to Bank.

12.3 Remittance Collections. Personnel of Bank or a third party engaged by Bank will have unrestricted and exclusive access to pickup Customer remittances and deliver such documents to Remittance Processing Department. Mail will be collected from the Remittance P.O. Box three (3) time(s) per day, Monday through Friday, except those days designated as Federal holidays.

12.4 Remittance Processing. Bank will process and deposit remittances at Bank as received, but in no event later than twenty-four (24) hours after pick up from the Remittance P.O. Box.

12.5 Collection of Funds. Bank will collect checks which accompany remittance documents by utilizing the Federal Reserve Banks' check clearing interchange or a correspondent bank. Customer will establish a Demand Deposit Account ("**Account**") into which remitted funds will be deposited. Checks deposited to Customer's Account will be collected according to Bank's published detailed availability schedule.

12.6 Bank as Holder In Due Course. Customer acknowledges that Bank will be a holder in due course of a check at the time Bank receives the check for collection if Customer was a holder in due course of the check at the time of delivery, whether or not the Customer indorses the check. Customer agrees to provide any information or evidence to Bank in order for Bank to satisfy the requirements of a holder in due course.

12.7 Limitation of Liability. This Service involves the receipt by the Bank of an unknown number of pieces of mail on each banking day, the contents of which, and the condition of the contents is unknown until actually opened by Bank. Customer acknowledges and agrees that the Bank shall not be responsible or have any liability whatsoever for: loss, mutilation, destruction or disappearance of currency, checks, money orders, securities, and any other negotiable instruments, stubs, correspondence, envelopes, or any other writing, record, or property which may be claimed to have been received by Bank by mail delivery to the Remittance P.O. Box: and, interruption or failure of communication or data processing facilities or systems, equipment systems of Bank or any third party engaged by Bank, acts of God, strikes, terrorist action, emergency conditions or any other cause beyond the control of the Bank. Bank's liability to Customer for damages for any alleged direct or indirect failure to perform pursuant to this Agreement will not exceed the payments made by Customer during the calendar days immediately preceding the alleged failure of performance.

12.8 Confidentiality. All information and documents entrusted to Bank shall be held in confidence, and Bank shall treat Customer's records as if they were Bank's. Bank will comply with all applicable administrative, physical and technical safeguards specified under HIPPA that are reasonably necessary to ensure that all transactions and associated detail are secured to provide data integrity, confidentiality and availability and to protect records and data from improper access.

12.9 Use of Third Party Agent. Bank has the right to offer the Lockbox Remittance Processing Service, provided herein, through an affiliate or unrelated third party. Customer authorizes Bank to disclose necessary information to the affiliate or third party who provides such Services.

12.10 Remittance Processing Procedures. Bank will examine and process checks as follows, unless otherwise notified in writing from the Customer.

a) **Payee Designations.** Bank will be authorized to endorse checks, drafts or other negotiable instruments on Customer's behalf for deposit into the Account. Checks must be received in the Remittance P.O. Box and must be payable to Customer, or a reasonable variation thereof. Acceptable payee designations will be detailed in a separate Lockbox Setup Sheet.

b) **Remittance Documents.** Bank will image and/or return those documents enclosed with remittance payment designated in the Client Implementation. The print format on the remittance document will remain constant. Any changes to remittance documents must be submitted to Bank thirty (30) days prior to effective date.

c) **Differing Amounts.** All check deposits will be processed in accordance with the numeric face amount without regard to any accompanying documents.

d) **No Amount.** Where there is no amount, written or numerical, shown on the face of the check, the check will be forwarded to Customer.

e) **Signature Missing.** Bank reserves the right to reject and refuse a deposit of any check which does not contain a drawer's signature.

f) **Undated Checks.** Bank will date the check as of the date of receipt and will deposit the check or item.

g) **Postdated Checks.** Postdated checks will be deposited.

h) **Stale Date.** Checks dated six months or more prior to the date of the receipt will be deposited at the discretion of the Bank.

i) **Paid-In-Full Notations.** Bank will not be bound by restrictive legends or other notations such as "Paid-in-full" or "Void after 90 days". Bank will not be bound by the restrictive language and may deposit the check or other items without regard for restrictions contained in the checks or items. In no event will Bank be liable for its refusal to honor said restrictions (whether or not the Bank had previously honored or dishonored similar restrictions).

j) **Photocopies.** Checks will be photocopied, front side only, with as many checks on a single page as practical.

k) **Foreign Checks.** Any checks drawn on banks which are located outside the United States or payable in a foreign currency will be processed on a collection basis only.

l) **Cash.** The Service will not be used to affect the deposit of currency or coin. Cash received will not be accepted. Any cash received will be verified in dual custody and returned to the Customer in the original envelope. Customer assumes the risk of loss resulting from the Bank forwarding currency and coin to the Customer's address listed in the Enrollment Form.

12.11 Bank's Right of Rejection. Notwithstanding any of the foregoing, Bank reserves the right to reject for deposit any check or item at any time and with or without cause, and either with or without notice to Customer. In this regard, credit for checks or items received in accordance with the terms and conditions of this agreement will be provisional, subject to the Bank's right of rejection. Rejected checks or items will be returned to Customer via United States Postal Service regular mail to the address provided in the separate Lockbox Setup Sheet.

12.12 Returned Item. Checks and items which are returned unpaid because of "Insufficient Funds", "Account Closed", "Payment Stopped" and any other similar terms, will be charged back to Customer, without regard to whether the institution on which the check or item is drawn returned the check or item before its midnight deadline. Bank will return these unpaid checks or items via United States Postal Service regular mail with a copy of the debit advice. Customer may be charged any associated charge back fees. The Account shall be debited.

SECTION THIRTEEN: ON-SITE SAFE VAULT

This Section Thirteen governs Company's use of the On-Site Safe Vault Service ("**Service**"). Bank, in its sole discretion, may not permit Company to use the Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service.

13.1 Description of On-Site Safe Vault Service. The Company must contract directly with an approved Armored Service to transport sealed or locked bags for shipment of currency and/or coin. If the shipment does not appear to be securely locked or sealed, armored service reserves the right to refuse such container(s) for shipment. Armored Service verification of deposit shall be deemed correct and final. Armored Service agrees to promptly notify Bank by phone should any deposit verification indicate any of the following:

- a. Discrepancy in excess of \$100.
- b. Fraud of any kind.

13.2 Provisional Credit. Armored Service will make available to Bank certain information which will allow Bank, in its sole discretion, to provide provisional credit to the account of Company on the same Business Day, if such report is generated by 4:00 a.m. Central Time. Insertions into the smart safe shall be credited to Company's account by Bank the next Business Day.

13.3 List of Accounts. The Service shall apply to the accounts of Company listed on Addendum 8 to the Treasury Management Services Enrollment Form.

13.4 Hardware, Fees, and Taxes. Company agrees to be responsible for maintaining all equipment. Company may use only approved equipment in connection with the Service. In the event that Service is terminated prior to the completion of payment of hardware, Company acknowledges they are responsible for full payment of all hardware and equipment utilized by the Service.

SECTION FOURTEEN: COMMONLY CONTROLLED ENTITIES

This Section Fourteen governs if Company requests to link the Company's Accounts to the Accounts of other Commonly Controlled Entities through the Services. Bank, in its sole discretion, may permit Customer to link its Accounts maintained at Bank to the Accounts of other Commonly Controlled Entities through the Services, to permit Customer to perform all banking transactions authorized in these terms and conditions, relating to such Commonly Controlled Entities' Accounts without requiring other signatures or further authorizations of the applicable Commonly Controlled Entities.

14.1 Representations and Warranties. Customer and each Commonly Controlled Entity (as defined below) represent and warrant to Bank: (1) that each of the entities listed on Addendum 1 to the Treasury Management Services Enrollment Form is an entity in which the Customer or its Parent (herein defined) has direct or indirect majority ownership interest; (2) that each such entity maintains one or more checking accounts with Bank (each, a "Commonly Controlled Entity"); (3) that the person executing the Enrollment Form on behalf of the Customer is an authorized signatory on each of the Commonly Controlled Entity Accounts with Bank; (4) that the execution of the Enrollment Form by such person constitutes the execution of the Enrollment Form, both on behalf of the Customer and each such Commonly Controlled Entity, for the purpose of granting authority for such person to perform transactions under these terms and conditions and each applicable Service; (5) that all actions by such person on behalf of the Customer or a Commonly Controlled Entity constitutes the duly authorized action of the Customer and/or such Commonly Controlled Entity, as applicable; and (6) that each Commonly Controlled Entity listed on Addendum 1 of the Treasury Management Services Enrollment Form is deemed to be a party to these terms and conditions. For purposes of these terms and conditions, "Parent" means a person or entity that has a majority ownership interest in Customer.

14.2 Authorization. Customer and each Commonly Controlled Entity represent to Bank that they have entered into an agreement in which Customer agrees to perform certain cash management Services, on behalf of Commonly Controlled Entities that require Customer to have

access to, and authority to conduct banking transactions on behalf of and with respect to, the Commonly Controlled Entities' Accounts maintained at Bank. By signing Enrollment Form and any other applicable Service Agreement(s), Customer and each Commonly Controlled Entity make such representation to Bank and authorize Bank to perform such transactions based upon Customer's instructions.

14.3 Common Access to Accounts with Different Tax IDs. Customer and each Commonly Controlled Entity represent and warrant to Bank that if Accounts held under different tax IDs are linked, the person signing the Enrollment Form is an authorized signatory for each of the Commonly Controlled Entities, is authorized to designate the multiple company access included in these terms and conditions and other Service Agreement(s), and that no Account included for common access is restricted from such common access by any provisions of Customer's charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with Bank and that each of the requested Services has been duly and legally authorized by Customer and each Commonly Controlled Entity. Where Accounts held under different tax identification numbers are requested to be linked, Customer and each Commonly Controlled Entity acknowledge that Bank shall rely on the Security Procedure to determine authority of Customer to transfer funds or conduct other transactions effecting Accounts of other Commonly Controlled Entities. Customer and each Commonly Controlled Entity acknowledge that it is responsible for determining any limitations on access to its Accounts by its officers, employees, or other designated representatives.

14.4 Bank's Authority to Act. Where Bank permits linkage between Commonly Controlled Entity accounts, Customer and each of the Commonly Controlled Entities hereby jointly and severally direct Bank and authorize it: (a) to provide complete access by Customer to Commonly Controlled Entities' Account(s), and (b) to recognize, accept and effectuate all transactions initiated through the Services available under this Agreement and any other Service Agreement, by Customer, with respect to Commonly Controlled Entities' Accounts, all without further inquiry regarding: (i) the authority of the person(s) initiating the transaction(s), and (ii) any aspect of the transaction(s) itself. Bank shall not otherwise be deemed to have any knowledge of the provisions of the agreement between Customer and its Commonly Controlled Entities respecting such banking or other matters, nor any of their respective duties thereunder, it being understood that recitation of the said agreement herein is for reference purposes only.

14.5 Additional Warranties. By entering into this Agreement, Customer and each Commonly Controlled Entity represents and warrants to Bank that (i) it has fully advised the appropriate owners, officers, and other personnel of Customer and each Commonly Controlled Entity regarding the terms hereof, including with respect to, among other things, terms and conditions relating to Customer's rights and obligations with respect to Account linkage matters and with respect to the Commonly Controlled Entity's joint and several obligations hereunder relating to such transactions; (ii) Customer and each Commonly Controlled Entity fully agree to be bound by the terms hereof in respect of its Accounts, including with respect to, among other things, the charging of fees to its Accounts as described in these terms and conditions; (iii) Customer and each Commonly Controlled Entity hereby assume all obligations and risks pursuant to the terms of these terms and conditions with respect to transactions affecting Customer and each Commonly Controlled Entity's Accounts. Bank shall have no responsibility with respect to the application of funds pursuant to transactions under these terms and conditions, and Bank's obligations with respect to such funds and Account linkage matters shall be limited strictly and specifically to those expressly set forth herein.

14.6 Fees. Monthly maintenance fees for use of the Services shall be charged to Customer's Account. All transaction fees and charges incurred for specific transactions and Services by Commonly Controlled Entities executed using the Services shall be charged to the applicable designated Account of the applicable Commonly Controlled Entity.

14.7 Indemnification. Customer and each Commonly Controlled Entity, jointly and severally, hold Bank harmless and indemnify Bank for any loss, damage, injury, assessment, judgment or liability, suffered or incurred by Bank, and for any claim, proceeding, action or cause of action brought against Bank (including reasonable attorneys' fees relating thereto), arising from, or in any manner in connection with any transactions executed under the terms and conditions of the Services in these terms and conditions and any other Service Agreements.

14.8 Withdrawal of Authority. A Commonly Controlled Entity may withdraw the authority granted under these terms and conditions for Customer's authorized representative to act on behalf of such Commonly Controlled Entity hereunder and under one or more Service Agreements by providing notice of such withdrawal of authority to Bank as provided herein, but such notice shall not be effective until five (5) Business Days after receipt and written acknowledgment of such receipt, by Bank, or such earlier time as Bank may effectuate such withdrawal of authority. Customer and Bank agree that in the event of withdrawal of the authority granted herein by a Commonly Controlled Entity, Customer and Bank shall terminate the Commonly Controlled Entities section of these terms and conditions, the Enrollment Form, and all applicable Service Agreements (collectively "Agreements") in accordance with the termination provisions of the Agreements.

14.9 Delivery of Notices/Communications. The delivery of notices, documents and correspondence to Customer in connection with these terms and conditions and each Service Agreement shall be deemed to be delivery to each Commonly Controlled Entity.

SECTION FIFTEEN: MULTIPLE ACCESS

This Section Fifteen governs when Account Holders of a business entity with one Tax ID requests the Bank to allow the Account Holders of a business entity with a different Tax ID to access their Accounts using the Bank's online banking system. Bank, in its sole discretion, may not permit Account Holders to access the accounts of other Account Holders until Bank has determined that Account Holders have accepted or executed the applicable documentation and until Bank has had a reasonable opportunity to receive for proper execution by authorized Account Holders and activate Multiple Access.

15.1 Definitions. As used in this Section Fifteen, and in addition to other defined terms, the terms below will have the following meanings.

“Accounts” means the existing and subsequently opened checking, savings, money market deposit or loan accounts established and maintained under the taxpayer identification number of each Entity Name identified on Addendum 1 to the Treasury Management Services Enrollment Form, except any account specifically excluded by means of a written communication to the Bank from the account owner.

“Account Holder,” “you,” “your” means each Account Holder identified as Entity Name on Addendum 1 to the Treasury Management Services Enrollment Form, including any additional Entity Name that is identified by Bank in a new Addendum 1 to be delivered by Bank to the account holders from time to time. The term includes each Entity Name individually and all Entity Names collectively, as appropriate. Account Holder does not mean authorized signers on the account signature card that are non-owners of the Account.

“Adverse Event” means:

- a. If any Account is subject to levy, attachment or other legal process;
- b. If any Account Holder is the subject of voluntary or involuntary bankruptcy proceedings, or any other action for relief of creditors generally;
- c. If any Account Holder disputes the authenticity of any Communication, or the authority of the Bank to act or not act or the legitimacy of any action taken by the Bank, in connection with any Service performed in response to any Communication received by the Bank;
- d. Any non-Account Holder asserts an interest in an Account, whether or not the interest is later held to be valid: or
- e. Any other action or inaction deemed by the Bank to present risk to the Bank.

“Authorized User” means:

- a. The Account Holder;
- b. An Account Holder’s employees, officers, designees, agents, Administrators, Sub-Users or other persons authorized by the Account Holder to use the System or Services. Any person who has been given authorization by an Account Holder or by another Authorized User (even if in breach of obligations of confidentiality) to use the System or Services. Authorization to use the System or Services is deemed to have been given and is hereby confirmed to have been given by the Account Holder to any person: (A) to whom the Account Holder provides actual authority (for example, by appointment as agent or by resolution of Account Holder’s board of directors or governing body); (B) who has apparent authority to act on behalf of Account Holder; or (C) who receives Security Codes or any other security procedures from the Account Holder, any Administrator, or any other person previously given access to the security procedures by the Account Holder. The authorization of an Authorized User continues until the Account Holder notifies the Bank and expressly withdraws authorization for that person to use the security procedures and the Bank has had a sufficient time to act on such information or until the Authorized User is removed by the Administrator.

“Communication” means any message, instruction, payment, electronic data or other communication received by the Bank through the System and in the name of any one or more Account Holders. The term “Communication” includes any requests for transfers between accounts, or other access to or use of the System for purposes of any Services made available in this Agreement.

“System” means any online banking system offered by the Bank to Account Holders.

15.2 Services. Each Account Holder acknowledges and agrees that all of the Services available with Bank will be subject to access by all Authorized Users. Accordingly, the Services will be applied or made available to each Account Holder and to all Accounts of each Account Holder on an individual and on a multi-party basis. The Bank may, but is not required to, impose limitations on Account Holders that differ from one Account Holder to the next Account Holder. At the Bank’s option, an Account Holder’s access to or use of the Accounts of another Account Holder may be subjected by Bank to the restrictions applicable to the Account Holder in whose name the Account is held, or to those applicable to the Account Holder seeking access, or to such other restrictions as the Bank may impose.

15.3 Use of Services. Bank will provide *Multiple Access Banking* between unlike accounts, that may or may not be related by common ownership or common signers. Each Account Holder understands that the Security Codes allow active account transaction functionality (i.e., payments, transfers, etc.) between the Accounts and to third parties.

15.4 Authorization. Each Account Holder authorizes the Bank to allow each other Account Holder and its Authorized Users access to the Account Holder’s Accounts via the System with full authority given to conduct transactions. Furthermore, all Account Holders authorize all other Account Holders and their Authorized Users to use all the Services for all Accounts. This may include Services that are made available to other Account Holders but that are not made available by the Bank directly to the Account Holder whose Accounts are affected. This includes authority granted under this Section Fifteen or under any other Section. Without limiting the foregoing, each Account Holder authorizes the Bank to debit or credit its Accounts and otherwise to act in accordance with Communications received from any other Account Holder or Authorized User.

In furtherance of and notwithstanding any agreed limitation on the Bank's information sharing rights under law or otherwise, each Account Holder acknowledges and agrees that the Bank may share information regarding the Account Holder and any usage of the Services by that Account Holder (or any person using the Services in the name of Account Holder) with any other Account Holder or its designee, including an Authorized User.

15.5 Communication with the Bank. A Communication received by the Bank through the System will be and will be deemed to be a valid and authorized Communication of the Account Holder named in the Communication for purposes of any Service requested in the Communication. The Bank is not required to verify the authenticity of any Communication other than through the security procedures set forth in these Terms and Conditions. Except to the extent expressly prohibited by law, a Communication received by the Bank via the System in the name of the Account Holder will be deemed an authorized Communication, binding on the Account Holder named in the Communication, if the Communication is sent by:

1. Any Authorized User, regardless of whether such individuals are reflected as authorized signers for the Account;
2. Any officer of the Account Holder;
3. Any other employee, designee or other person who has been authorized by the Account Holder to use the System under these Terms and Conditions, or who is otherwise authorized to bind the Account Holder;
4. Any other person, whether or not such person was authorized to act on behalf of the Account Holder, if the Communication is in the name of the Account Holder and if the Bank verifies the authenticity of the Communication using the security procedures described in these Terms and Conditions; or
5. Any person with actual or implied authority to represent or bind the Account Holder, whether by agreement with the Bank or otherwise, to the fullest extent allowed by law (including the law of agency or otherwise).

15.6 Effect of Communication; Security Procedures. Each Account Holder agrees that the Bank is entitled to act upon any instruction or other Communication received by the Bank through the System on behalf of any Account Holder, and may treat that Communication received through the System as valid to the same extent and to the same effect as if it had been received through the System from the Account Holders whose Account will be debited or otherwise is affected. To this end, each Account Holder appoints every other Account Holder or Authorized User as its agent and attorney-in-fact for the purpose of making payment orders and providing Communications to the Bank, and agrees to be bound by any payment order or Communication issued through the System by any other Account Holder or Authorized User.

Further, each Account Holder agrees that the security procedures provide a commercially reasonable process for the Bank to authenticate Communications received through the System, taking into consideration the size, type and frequency of transactions conducted by Account Holder. The security procedures used to verify the authenticity of instructions and Communications on behalf of Account Holders equally apply to any successor Administrator and Authorized Users. Without limiting the foregoing, and except to the extent expressly prohibited by law or regulation, each Account Holder will be bound by any Communication received by the Bank through the System if the instruction or other Communication is in its own name (or in the name of any other Account Holder) and:

1. The payment order or other Communication was actually authorized by the Account Holder; or
2. The Bank verifies the authenticity of the payment order or other Communication using the commercially reasonable security procedures set for in these Terms and Conditions, whether or not the payment order or other Communication was actually authorized by the Account Holder or by any other Authorized User.

15.7 Signature Restrictions. Each Account Holder understands that Services may be used to cause transfers of funds (debits and credits) from and to its Accounts without regard to any withdrawal or signature restrictions otherwise applicable to the affected Account. For example, if withdrawals, checks or other access to an Account is subject to dollar limits or multiple signature requirements, these limitations are not applicable to transactions conducted using the Services. To the extent applicable law requires frequency restrictions on transfers from savings and money market accounts, Account Holder acknowledges that such restrictions will continue to apply.

15.8 Limitation on Services. Each Account Holder agrees that the Bank may impose restrictions on any Services, with or without cause, at any time and either with notice or without notice to any Account Holder (including those affected by the restriction). Without limiting the foregoing, if an Adverse Event occurs, then the Bank may (but is not obligated to), and you hereby authorize us to, at our sole discretion, take any one or more of the following actions in connection with one or more (including possibly all) Accounts:

1. Terminate or close Accounts;
2. Restrict or terminate Services in connection with Accounts;
3. Delay availability of funds on deposit in any one (and up to all) Account(s);
4. Freeze funds in any one (and up to all) Account(s) and hold them pending instructions acceptable to the 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 to protect the Bank against cost, harm, inconvenience, litigation or otherwise as it sees fit in the Bank's sole discretion.

15.9 Account Holder Acknowledgements. Each Account Holder acknowledges each of the following:

1. The Bank did not, at any time, solicit the Account Holders for activation of this multiple party access service;
2. The Bank is providing the multiple party access service as an accommodation to the Account Holders and at the express request of the Account Holders;
3. The Account Holder and not the Bank is responsible for reviewing and understanding any negative impact on the Account Holder that may arise due to the Account Holders use or allowance of these multiple party access services, including but not limited to, loss of any insurance coverage, increased possibility of liability for obligations or actions of other Account Holders in insolvency or otherwise, and increased losses due to unauthorized transactions;
4. The Bank will not control or restrict any transaction effected by any of the Authorized Users on any of the Accounts and that the Authorized Users may access information and funds in any of the Accounts, using the Service, such access may increase the risk of unauthorized activity, improper comingling, and misapplication of funds;
5. The multiple access feature will allow Authorized Users to utilize a single set of Security Codes to access all Accounts using the Service which may result in significant diminution in the protection offered by such security codes or procedures;
6. Each Account Holder should consult with its legal counsel and accountant prior to signing up for the multiple party access service; and
7. The Account Holder accepts all risks associated with the use of the multiple party access services by itself and by the other Account Holders.

15.10 Authorization. Upon request, each Account Holder agrees to provide appropriate corporate, partnership or other applicable entity authorization, satisfactory to the Bank, verifying the authority of each person shown on Addendum 1 to the Treasury Management Services Enrollment Form.

SECTION SIXTEEN: AUTHORIZATION TO LINK AND ACCESS BUSINESS AND PERSONAL ACCOUNT(S)

A separate Authorization To Link And Access Business And Personal Account(s) Agreement is required when a business entity wants to authorize the Bank to allow Business and Personal Accounts to be linked and accessed using the Bank's online banking system.

Indemnification. In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, Company will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of Company's failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, Company agrees to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Company, (iii) Company's breach of any of its covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) Company's breach of applicable laws, rules or regulations.

No signature is required on this Treasury Management Service Terms and Conditions. By signing the Enrollment Form, Company acknowledges its receipt of and agreement to the terms of this Booklet.