

BUSINESS ONLINE BANKING AGREEMENT

This Business Online Banking Agreement, along with the enrollment form (the "Form") (altogether the "Agreement") sets forth the terms of the Business Online Banking Services that CalPrivate Bank (the "Bank") makes available to the enrolled business as its customer (the "Customer") through the Bank's online system (the "System"). The System can be used to access only the accounts that Customer has designated for access by the System in Customer's Form, or as subsequently requested by Customer and approved by the Bank. By clicking "accept" or applying for any service described herein (a "Service" or "System Service"), Customer agrees to be bound by these terms. Customer's use of any Service will be additional evidence of Customer's agreement to these terms.

1. Definitions. The word "User" means Customer's business owner. Customer's business owner is prohibited from sharing business owner's log-in credentials with others, including but not limited to agents, employees, and representatives of Customer, but the word "User" as used herein shall also mean any and all individuals Customer or User allows to exercise control over Customer's funds through the System. The words "account" or "accounts" mean the deposit and loan accounts at the Bank in the name of the business organization authorized by Bank to use the System pursuant to the terms of this Agreement. The words "password" or "passwords" mean password(s) relating to the System assigned to or by Customer. As used herein, the term "password" includes Touch ID, Face ID, and any other biometric authentication, if such biometric authentication is enabled for the System or any Service. The term "funds transfers" means electronic transaction services that the Bank may from time to time make available to Customer through the System, including, among other things, Automated Clearing House ("ACH") transactions, wire transfers, ATM withdrawals, preauthorized transactions, point of sale transactions, bill payments, and transfers to and from the accounts using the System. The term "payment order" has the definition set forth in the Uniform Commercial Code, as enacted and amended in the state of California. The term "instruction" means a payment or transfer instruction, including a payment order, a request for a funds transfer, and a request to cancel or amend a funds transfer or payment order, and any other request or instruction submitted to the Bank through the System. The terms "Service" or "System Service" mean the services provided pursuant to this Agreement. The term "business day" means Monday through Friday, excluding holidays or any day that all of the Bank's branches are closed. All terms and conditions regarding "Customer's" use of the System or any Service shall apply to User's use of the System or Service. Additional definitions used in this Agreement are set forth above and below.

2. Access. To use the System, Customer must have at least one account at the Bank, access to internet service, and an email address. These terms and conditions also apply if Customer is provided access to the System through a

downloadable app for use on a mobile device or mobile telephone. Once the Bank has received all required documentation, and has verified the designated account information, the Bank will send Customer, by secure email, confirmation of acceptance of enrollment, along with Customer's assigned log-in ID and temporary password, if Customer is approved. Customer may add or delete any of the designated accounts from the System by making a request to the Bank. The Bank undertakes no obligation to monitor transactions effected by Customer or User through the System to determine that such transactions are made and authorized by Customer. Customer agrees that it may be required to execute certain other documents or agreements in order to effect one or several types of funds transfers utilizing the System and agrees to execute the same as necessary.

3. System Services. Depending upon the Services selected by Customer and authorized by the Bank, Customer can use the System to check the balance of accounts, view account histories, transfer funds between accounts, make stop payment requests, view checks, deposit checks, and pay bills. Customer acknowledges that not all of the Services described herein will be made available to Customer. The availability of the System Services is subject to rules of operation set from time to time by the Bank, including posting, balance, and account activity. The Bank has the right to offer the Services, or associated equipment or software, through an affiliate or unrelated third party. The Bank's ability to provide certain of the Services is dependent upon its ability to obtain or provide access to third party vendors and networks. In addition to and not in limitation of any right of the Bank to cancel Customer's access to the Services, in the event any third party service provider is unavailable or the Bank determines, in its discretion, that it cannot continue providing any third party network access, the Bank may discontinue the related service or may provide the service through an alternate third party, and the Bank will have no liability for the unavailability of access. The Bank will not be responsible for any Services received from third party vendors. In order to provide the Services through an affiliate or third party, Bank is authorized to disclose information about accounts and the Services to the affiliate or third party who provides the service. Customer agrees to familiarize itself, and to ensure familiarity by its User, with all user guides, operational rules and policies established from time to time by the Bank regarding the System Services, and further agrees that it and its User will comply with such rules and policies when utilizing the System. Without limiting the foregoing, Customer acknowledges and agrees that there may be delays in the posting of off-System transactional activity on the System from certain accounts, and Customer shall familiarize itself, and ensure familiarity by its User, with the Bank's procedures for updating account information as shown on the System.

4. Hours of Access. Customer may use the System 7 days a week, 24 hours a day, although some or all System Services may not be available during non-business hours or as a result

of emergency or scheduled System maintenance. The Bank shall provide commercially reasonable notice to Customer on the System website of any non-emergency extended periods of non-availability for the System or the System Services.

5. Security and Security Procedures. Customer assumes sole responsibility for the actions of its User. The Bank therefore recommends that Customer only allow access to the System to its business owner. If Customer does not do so, and if Customer allows access to any other User, whether or not such User is an employee, this is done at Customer's own risk and peril.

For security purposes, Customer shall be required to change its temporary password provided by the Bank upon Customer's initial login to the System. Customer acknowledges and agrees that: (a) the Bank shall have no access to Customer's password; (b) Customer shall be solely responsible to determine what password will be used by it; and (c) the identification of such password selected by Customer shall not be communicated to the Bank. Customer agrees that the Bank shall be authorized to effect the System Services upon receipt and verification by the System of the Customer's password, and that the Bank is authorized to act on instructions received upon receipt and verification by the System of the Customer's password. Customer shall be solely responsible for the confidentiality and security of its password and acknowledges that it is strictly and solely responsible to establish and maintain commercially reasonable security procedures to safeguard against unauthorized transmission of instructions to the Bank, and Customer agrees to change its password regularly. Upon three unsuccessful attempts to use a Customer password, Customer's access to the System will be disabled, and further access to the System shall be permitted only upon compliance with established procedures by the Bank, including the issuance of a new password.

Customer acknowledges the importance of its role in preventing misuse of the accounts through the System and agrees to promptly examine all account statements for accuracy immediately upon receipt. Customer agrees to protect the confidentiality of its account(s) and account number(s), and personal identification information. (Customer acknowledges that certain personal identification information by itself, or together with information related to the accounts, may allow unauthorized access to such accounts.) While data transferred via the System is encrypted in an effort to provide transmission security, Customer acknowledges that the internet is inherently insecure and that all data transfers, including the System Services, occur openly on the internet and potentially can be monitored and read by others. The Bank specifically does not warrant that data transfers utilizing the System, or email transmitted to and from the Bank, will not be monitored or read by others.

If Touch ID, Face ID, or any other biometric authentication is enabled for the System or any Service for Customer, fingerprints or any other biometric identifying information stored on User's device (such as an iPhone) can be used to log on to the System. To prevent unintended access, Customer should only enable biometric authentication if User is the only person who can access his or her device using biometric

authentication. User must not allow anyone else's fingerprints or other biometric identifying information to access his or her mobile device and, if they do, Customer will be responsible for any money withdrawn or transferred from Customer's accounts by someone using such a device. Customer agrees that mobile devices will be locked if left unattended and that Customer will download mobile security software updates when available.

Customer agrees to change its password on a regular basis, but no less frequently than every 180 days. Customer agrees to change its temporary password promptly after it is given access to the Services for the first time and whenever anyone who has had access to Customer's passwords is no longer employed or authorized by Customer to use the Services. The Bank may require Customer to change its password at any time. The Bank may deny access to the Services without prior notice if the Bank is unable to confirm (to its satisfaction) any person's authority to access the Services or if the Bank believes such action is necessary for security reasons.

Each time Customer, or User, makes a funds transfer or payment with a Service, Customer warrants that the Bank's security procedures are commercially reasonable considering the Customer's wishes expressed to the Bank, the Customer's circumstances known to the Bank (including the size, type, and frequency of payment orders the Customer normally issues to the Bank), any alternative security procedures offered to the Customer, and security procedures in general use by customers and banks similarly situated. The Customer agrees the security procedures provide an appropriate level of security for the instructions Customer contemplates issuing. The Customer expressly represents it has not withheld any information or circumstances from the Bank which would indicate that different security procedures are appropriate for this Agreement.

Some of the Bank's Services allow Customer to set transaction limitations and establish internal controls. Customer's failure to set such limitations and implement such controls increases Customer's exposure to, and responsibility for, unauthorized transactions. Customer agrees to be bound by any funds transfer or payment order the Bank receives through the Services, even if the order is not authorized by Customer, if it includes Customer's password or is otherwise processed by the Bank in accordance with its security procedures.

If a funds transfer or payment order received by Bank was in fact transmitted or authorized by Customer, Customer is bound by such instruction whether or not Bank complied with the security procedure with respect to that instruction, whether or not an error in the instruction would have been detected if Bank had complied with such procedure.

6. Computer and Software. Customer is responsible for the installation, maintenance, and operation of its computer and browser software and that of its User. Customer is required to keep its virus protection, malware and other standard system protection, and that of its User, current. Customer assumes all risk of error, failure, incompatibility, non-performance, including the risk that Customer and its User do not operate Customer's and/or User's computer or software properly. The Bank assumes no responsibility for the

defects or incompatibility of any computers or software that Customer uses in connection with the Services, even if the Bank has previously approved their use. The Bank is not responsible for any errors or failures from any malfunction of the computer or software of Customer or User. The Bank has no liability to Customer or User for any damage or other loss, direct or consequential, which it or they may suffer or incur by reason of Customer's and/or User's use of Customer's and/or User's computer or software. **THE BANK MAKES NO WARRANTY TO CUSTOMER REGARDING THE COMPUTER OR SOFTWARE OF CUSTOMER OR USER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. Fees and Charges. Customer agrees to pay the fees and charges for the use of System Services as set forth on any schedule relating to this Agreement. Customer agrees that all such fees and charges will be deducted at statement cycle from Customer's checking account designated as the first checking account on Customer's Form (the "Primary Checking Account"). If Customer closes its Primary Checking Account, the Bank may deduct all fees and charges from any other Customer account (whether or not such account is designated in the Form for use with the System) until Customer designates another account as its Primary Checking Account. Customer agrees to pay any additional charges for services Customer requests that are not covered by this Agreement. Customer acknowledges that it shall be separately responsible for telephone and internet service fees and data processing charges payable to third parties incurred by Customer in connection with Customer's use of the System. In addition to the Service fees, Customer agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to Customer (excluding any income tax payable by the Bank).

8. Accounts. Customer's Form may list certain accounts that Customer wishes to access with the Services. Customer will need to designate certain accounts for specific purposes in connection with some of the Services. If Customer links more than one checking account to the Bank's Bill Pay Services, for example, Customer will need to specify the account from which the transfers should be made. Customer may not link accounts with non-identical ownership for use with the System. Customer represents and warrants that the linked accounts are owned entirely by Customer and that no linked account is used primarily for personal, family, or household purposes. In addition to, and not in limitation of, any other indemnity obligations set forth herein, Customer agrees to indemnify, defend and hold the Bank harmless from every claim, action, proceeding, loss, expense (including attorneys' fees), damage and liability arising from or related to actions taken or omitted by the Bank in reasonable reliance upon the representations and warranties set forth in this Section 8.

9. Passwords. Customer understands and agrees that providing its password to persons not otherwise authorized to sign and conduct transactions on one or more deposit accounts set up on the Service will result in change in signing authority

on each deposit account set on the Service. Transactions initiated in accordance with the Bank's requirements for a Service using passwords are deemed authorized notwithstanding the signing authority otherwise stated in the deposit account agreement or applicable signature card. Customer is responsible to ensure that Customer's passwords and any other security items are known only to and used only by the person or persons Customer intends to be properly authorized to access and use a Service. **FAILURE TO PROTECT PASSWORDS AND ANY OTHER SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PARTY ACCESS TO THE ACCOUNTS AND THE BANK'S ACCOUNT INFORMATION AND ENABLE THAT PARTY TO CONDUCT TRANSACTIONS ON THE ACCOUNTS. CUSTOMER ASSUMES THE RISK OF UNAUTHORIZED USE OF PASSWORDS AND ANY OTHER SECURITY ITEMS. CUSTOMER IS RESPONSIBLE FOR THE ACTS OF USER AND CUSTOMER ASSUMES THE RISK OF LOSS FOR ALL SUCH ACTS.** If Customer designates an account that requires more than one signature for the withdrawal or transfer of funds, Customer agrees that the Bank may act upon any Service instruction that is accompanied by the password for that account and the Service in question. Note: This may mean that the Bank will act upon the instruction of only ONE person even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated password, the transaction will be deemed authorized by Customer.

10. Information Processing and Reporting. The Bank offers a number of Services that require the Bank to receive, process, and report information involving the accounts and transactions. The Bank will not be responsible for determining the accuracy, timeliness, or completeness of any information that Customer or others provide to the Bank. The Bank will not have a duty to interpret the content of any data transmitted to the Bank, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, the Bank will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information the Bank receives from Customer, User, or third parties.

a. Information Customer Provides to the Bank. Customer assumes the sole responsibility for providing the Bank with complete and accurate information in the form and format that the Bank requires. The Bank is not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by Customer, User, or any other agents, representatives, or employees. For example, if Customer gives the Bank a payment instruction that is incorrect in any way, Customer agrees that the Bank may charge the designated account for the payment whether or not the error could have been detected by the Bank. The Bank is not obligated to detect errors in Customer's or User's instructions.

b. Customer's Instructions. Customer, and User, must accurately describe transaction beneficiaries, intermediary

financial institutions, and the beneficiary's financial institution in funds transfer and payment instructions. If Customer or User describes any beneficiary or institution inconsistently by name and number, the Bank may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution. Customer agrees to supply the Bank, upon demand, any other information that the Bank may reasonably request, including, but not limited to, money amounts, accounts to be affected, date of transfers, supplemental instructions, and further evidence of User's authority to transfer funds or to do any other act contemplated under this Agreement. Customer represents and warrants that any transaction contemplated by this Agreement will not be in violation of state or federal law and that all formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions and any record keeping requirements with respect thereto.

c. **Customer's Review.** Customer acknowledges that it is not possible for the Services to be totally free from operator, programming, or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, Customer agrees to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, the Bank's sole responsibility for any reporting errors caused by the Bank will be to reprocess the information for the period in question and to provide corrected reports at the Bank's own expense. Customer agrees to maintain adequate backup files of the data Customer, or User, submits for a reasonable period of time in order to facilitate any needed reconstruction of Customer's transactions (e.g., in the event of a telecommunication failure). If the Bank is unable to provide a Service for any reason, the Bank will promptly inform Customer of the problem and will take reasonable steps to resume processing.

11. Amending/Canceling a Transaction. Unless this Agreement or Customer's user guide for the Service provides otherwise, Customer does not have a right to cancel or amend an instruction once the Bank has received it. If the Bank attempts to reverse a transaction at Customer's request, the Bank assumes no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction Customer wishes to stop. In addition to, and not in limitation of, any other indemnity obligations set forth herein, Customer agrees to indemnify, defend, hold harmless, and reimburse the Bank for all expenses, losses, claims, actions, proceedings, and damages the Bank incurs in effecting or attempting to effect any reversal. Customer is solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

12. The Bank's Rejection of Transactions. The Bank may refuse any funds transfer, payment order, or instruction without cause or prior notice. All specific examples of the Bank's right to refuse described herein are by way of illustration and not by way of limitation of the right set forth in this Section 12.

13. Notice of Returned Payments or Transfers. The Bank may notify Customer electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned for any reason. The Bank will not be obligated to credit an account with any interest, unless the return is caused by the Bank's failure to properly execute Customer's instruction.

14. Unauthorized Transactions. The Bank may process any instruction (including an amendment or cancellation instruction) that the Bank believes is transmitted or authorized by Customer if the Bank acts in compliance with the security procedures Customer and the Bank have agreed upon for the Service. The instructions will be deemed effective as if made by Customer, and Customer will be obligated to pay the Bank in the amount of such transactions, even though they are not transmitted or authorized by Customer. The Bank may elect to verify the authenticity or content of any instruction by placing a call to any authorized signer on an account or any other person designated by Customer for that purpose but the Bank is not required to do so. If the Bank is unable to verify an instruction to its satisfaction, or the Bank believes in good faith that such instruction violates a federal, state, or local law, regulation, or court instruction, the Bank may reject the instruction.

15. Transaction Limits and Safeguards. Customer agrees not to exceed the Service transaction limits the Bank establishes from time to time for accounts. Customer agrees that it will not allow anyone, including User, to initiate instructions, or use any Service, on its behalf without proper supervision and adequate safeguards, and that Customer will review pending instructions prior to their submission to the Bank to ensure that they are complete, accurate, and properly authorized.

16. Email.

a. **Use of Email.** Customer must not use the CalPrivate Bank Online email function for communication that is time sensitive, such as placing stop payment orders, making fund transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on an account. If Customer sends the Bank a message using email, the Bank will receive it by the following business day. Customer agrees that the Bank may take a reasonable period of time to act on any message.

b. **Email Not Secure.** Email transmissions are not secure. The Bank recommends that Customer not send the Bank or ask for sensitive information via any general or public email system.

c. **Response by Email.** Customer agrees that the Bank may respond to Customer by email with regard to any non-confidential matter related to CalPrivate Bank Online services or secure email for sensitive data. Any such message the Bank sends to Customer shall be considered received within three days of the date sent, regardless of whether Customer checks email messages within that time frame.

17. Cut-Off Hours. A number of Services are subject to processing cut-off hours. All times are Pacific Time:

Bill Pay	1:00 PM
Mobile Deposit	5:00 PM
Internal Transfers	6:30 PM
Stop Payments	6:30 PM

18. Limitation of Liability. Except as otherwise expressly stated in this Agreement or required by a provision of law which displaces this Agreement:

a. The Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with this Agreement and Bank will be liable to Customer only for damages arising directly from the Bank's intentional misconduct or gross negligence in the performance of the Services.

b. The Bank will not be responsible for any loss, delay, cost, or liability which arises, directly or indirectly, in whole or in part, from: (a) Customer's or User's actions or omissions, or those of third parties that are not within the Bank's immediate and reasonable control (including but not limited to a provider of a network necessary to provide a Service); (b) Customer's or User's negligence or breach of any agreement with the Bank; (c) any ambiguity, inaccuracy, untimeliness, or omission in any instruction or information provided to the Bank; (d) any error, failure, or delay in the transmission or delivery of data, records, or items due to a breakdown in any computer or communications facility; (e) the Bank's reasonable belief that compliance with an instruction would result in the Bank's having violated any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other governmental regulatory authority or self-regulating body such as NACHA; (f) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (g) causes beyond the Bank's reasonable control; (h) the application of any government or funds-transfer system rule, guideline, policy, or regulation; (i) the lack of available funds in an account to complete a transaction; (j) the Bank's inability to confirm to its satisfaction the authority of any person to act on Customer's behalf; or (k) Customer's or User's failure to follow any applicable software manufacturer's recommendations or the Bank's or any third party vendor's Service instructions. There may be other exceptions to the Bank's liability, as stated in Customer's deposit agreement or other agreements with the Bank.

c. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, OR INDIRECT LOSSES OR DAMAGES WHICH THE OTHER PARTY INCURS OR SUFFERS BY REASON OF THIS AGREEMENT OR THE SERVICES PROVIDED UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES WAS KNOWN BY EITHER PARTY.

d. The Bank's liability and Customer's remedy for actual costs and losses resulting from the Bank's actions

and/or omissions, whether the claim is in contract or tort, will not exceed the monthly charge for the Service(s) in question for the six (6) months immediately preceding the cost or loss. Any liability which the Bank may have for loss of interest for an error or delay in performing its obligations pursuant to this Agreement shall be calculated by using a rate equal to the average Federal Funds rate of the Federal Reserve Financial Institution of California for the period involved, less any applicable reserve requirements. Any claim, action, or proceeding by Customer to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action, or proceeding first occurs. Customer agrees to cooperate with the Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Services. Customer acknowledges that the Bank's Service fees have been established in contemplation of: (a) these limitations on the Bank's liability; (b) Customer's agreement to review statements, confirmations, and notices promptly and to notify the Bank immediately of any discrepancies or problems; and (c) Customer's agreement to assist the Bank in any loss recovery effort.

19. Indemnification. Customer agrees to indemnify, defend, and hold the Bank, its parent company, affiliates and subsidiaries, and its respective directors, officers, employees, and agents, harmless from and against any claim, damage, loss, liability, and cost (including, without limitation, attorneys' fees) of any kind which results directly or indirectly, in whole or in part, from: (a) the Bank's actions or omissions, if they are in accordance with Customer's and/or its User's instructions or the terms of this Agreement; (b) the actions or omissions of Customer, its User, or any other agents, representatives, or employees; or (c) any breach of the agreements, representations, or warranties of the Customer contained in this Agreement. These indemnification requirements are in addition to, and not in limitation of, any other indemnification provisions here, including but not limited to Service-specific indemnification obligations.

20. Arbitration. At Customer's or Bank's request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in San Diego County, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitrator chosen to preside over the dispute must be a member of the California State Bar either actively engaged in the practice of law or a retired member of the California state or federal judiciary, and, unless otherwise agreed in writing, must have expertise in the process of deciding disputes in the deposit account and/or internet banking services context. Any party who fails to submit to binding arbitration following a lawful demand of the opposing party shall bear all costs and expenses, including reasonable attorney fees, incurred by the opposing party in compelling arbitration.

21. Statements and Notices. Information on transfers to or from the accounts will be reflected on the periodic statements and will be available on-line. The Bank is not required to

provide Customer with any other notice of the receipt, transmittal, or debiting of transfers or bill payments.

Customer agrees to notify the Bank immediately if Customer discovers: (a) any error or discrepancy between Customer's records and the information the Bank provides to Customer about its accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the password(s) or the user guide for any Service; or (d) other problems related to the Services. Unless another timeframe is specifically provided for in this Agreement, Customer must send the Bank a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date Customer first discovers the problem or receives information reflecting the problem, whichever occurs first). If Customer fails to notify the Bank within 15 days, Customer agrees that, in addition to any other limitations on the Bank's liability: (a) in the case of an erroneous funds transfer, Customer will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from Customer's failure to give the Bank such notice or that might have been prevented by Customer giving the Bank such notice; and (b) in the case of an unauthorized funds transfer, the Bank will not be liable for any loss of interest that results from Customer's failure to give the Bank such notice or which might have been prevented by Customer giving the Bank such notice.

22. Customer Records. This Agreement and the Services are not intended to relieve Customer of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting, and review practices as are customarily followed by similar businesses. Customer agrees to retain and provide to the Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file, or entry until ten business days following receipt by the Bank of the deposit, file, entry, transmission, or other order affecting an account.

23. Termination. Customer may cancel one or all of the System Services at any time by providing the Bank with written notice. Except as specifically provided herein, Customer's access to the System, or the requested Service, will be disabled within three business days of the Bank's receipt of Customer's instructions to cancel the Services. Customer agree, however, that Customer shall remain responsible for all outstanding fees and charges incurred prior to the date of cancellation, as well as all funds transfers, payment orders, instructions, and System Services effected by Customer or User, and any other obligation that arises prior to the effective date of the termination, as well as any fixed payment made by the Bank on Customer's behalf before the Bank has a reasonable opportunity to act on Customer's termination notice.

The Bank may terminate or limit access to the System or the System Services for any of the following reasons: (a) without prior notice, if Customer has insufficient funds in any one of its accounts accessible by the System (System Services may be reinstated, in the Bank's sole discretion, upon three business days' notice); (b) without prior notice if the

confidentiality of Customer's password is compromised; (c) without prior notice, if the Bank believe that an unauthorized transaction has taken or may take place involving any of the accounts or the Services; (d) without prior notice if the Customer does not contact the Bank to designate a new Primary Checking Account immediately after Customer closes its Primary Checking Account; (e) without prior notice if Customer becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (f) without prior notice in the event of a material breach by the Customer of this Agreement; and (g) upon reasonable notice, for any other reason or for no reason in the Bank's sole discretion. Additionally, Bank reserves the right to cancel the Services immediately if there is no log-in to the Services for more than six (6) consecutive months.

24. Notices. Unless this Agreement provides otherwise (i.e. that notice must be in writing), Customer may communicate with the Bank in any one of the following ways:

Email: treasurymanagement@calprivate.bank

Telephone: 619-437-1000

Facsimile: 858-875-9005

In Person or Postal Mail:

CalPrivate Bank

9404 Genesee Avenue, Suite 100

La Jolla, CA 92037

The addresses noted above may be changed by the Bank by notifying Customer of the changed address. A notice that must be provided in writing shall be delivered in person or by express carrier, sent by facsimile, or sent by United States registered or certified mail and is deemed given when received. Customer agrees that any notice or other type of communication provided pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic funds transfer disclosures, may be made electronically by posting the notice on the System website or by email and shall be deemed given when sent or posted. Customer agrees to notify the Bank immediately of any change in its email address. The Customer will hold the Bank harmless from any consequences, including financial loss, resulting from Customer's failure to notify Bank of the change in Customer's mailing or e-mail address. Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from the Customer or any other person, or to provide any notice or advice to the Customer or any other person with respect to any matter.

25. Online Bill Payment Service. This Service allows Customer to make payments to others (the "Bill Pay Service"). Customer may use the Bill Pay Service, iPay, to direct the Bank to make payments from designated account(s) to a payee. As used in this Section 25, the term "payee" is any individual, business, or merchant Customer designates as the recipient of a payment, including financial institutions. If Customer is enrolled in the Bill Pay Service, the terms and conditions of this Section 25 form part of this Agreement.

a. How to Set Up Payees and Payments. By completing a bill pay enrollment form, Customer may add a new payment (fixed or recurring) to a payee only if the payee is listed as an authorized payee at iPay. Most other additions, deletions, or

changes can be made in writing or by using the Bill Pay Service. If Customer wants to add a new payee, use the “Pay a bill/person” menu. A newly added payee may not be available until it has been verified and accepted by the Bank. Each new payee accepted by the Bank will be assigned a payee code; however, the Bank reserves the right to refuse the addition of a payee for any reason.

Customer may pay almost anyone but there are several restrictions: 1) the payee/merchant must be located in the United States; 2) payments may not be remitted to tax authorities or government and collection agencies; 3) payments may not be remitted to Security/Investment companies such as Ameritrade for stock purchases or trade taxing authorities and 4) payments may not be directed to Court directed payees such as alimony, child support, or other legal debts. The Bank will not be responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by Customer regarding a payee or if the payment is rejected or reversed for cause (see below) or if attempt to pay a payee that is not on Customer’s “Authorized Payee List.”

b. The Bill Paying Process.

(i) Single Payments. Any payment(s) will be processed on the business day that Customer designates as the payment’s process date, provided the payment is submitted prior to the Bill Pay Cut-Off set forth in Section 17 of that date. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If Customer designates a non-business day as the payment’s process date, the payment will be processed on the first business day following the designated process date. The Bank reserves the right to change the cut-off time as necessary and to provide notice to Customer of the change.

(ii) Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon Customer’s selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business day, it is adjusted based upon the following rules: If the recurring payment’s “Pay Before” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date; If the recurring payment’s “Pay After” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. **NOTE:** If Customer’s frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in a particular month, then the last calendar day of that month is used as the calculated process date.

Electronic payments will occur in 2-4 days. For payments made by check, depending on where the payee resides, to reach the payee Customer must allow at least 4-8 days, prior to the due date as delivery will depend on US Mail. Any bill payment can be changed or canceled, provided Customer accesses the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

c. Rejection or Reversal of Payments. Customer agrees to have available and collected funds on deposit in the account Customer designates in amounts sufficient to pay for all bill payments requested, as well as any other payment obligations Customer has to the Bank. The Bank reserves the right to, without liability, reject or reverse a bill payment if Customer fails to comply with this requirement. If Customer does not have sufficient funds in the account and the Bank has not exercised its right to reverse or reject a bill payment, Customer agrees to pay for such payment obligations on demand. Customer further agrees that the Bank, at its option, may charge any of the accounts with the Bank to cover such obligations and resulting fees such as an overdraft fee.

d. Liability; Limitation of Liability. Customer is liable for all transactions it or its authorized representatives make even if that person exceeds his or her authority. Customer will be responsible for any bill payment request containing errors or a duplicate request. In addition to, and not limitation of, the Limitation of Liability provided in Section 18 above and limitations elsewhere in this Agreement, the Bank is not responsible for a bill payment that is not made if Customer did not properly follow the instructions for making such a bill payment. The Bank is not liable for any failure to make a bill payment if Customer fails to promptly notify the Bank after Customer learns that it did not receive credit from a payee for a bill payment. The Bank is not responsible for Customer’s acts or omissions, or those of any other authorized person including, without limitation, any related transmission or communication. No such party shall be deemed to be the Bank’s agent. The Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Bill Pay Service. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank’s reasonable control.

26. Internal Transfer Service. Transfers between Customer’s deposit accounts with the Bank are subject to the terms of Customer’s deposit agreement. Loan payments for loans at the Bank are subject to the terms of Customer’s loan agreements. Customer may instruct the System to make transfers between designated accounts of Customer at any time on any day, but they must be made by the Internal Transfer Cut-Off set forth in Section 17 on a business day in order to be included in the current end of day processing.

Transfer funds among Customer’s Online Accounts: Customer can transfer funds between any checking and savings account that Customer has successfully enrolled in Online Banking Services. All transfers submitted, **after the Internal Transfers Cut-Off set forth in Section 17**, are effective the following business day. The maximum amount Customer can transfer is equal to the available balance in the designated account. If the account does not have sufficient funds to complete a transfer on the date(s) Customer has told the Bank to transfer funds from the designated account, the transfer may not be completed. However, if the Bank does make the transfer as an accommodation to Customer, Customer will be responsible for any overdraft that is created.

NOTE: Because regulations require the Bank to limit pre-authorized transfers from certain savings accounts, including Money Market accounts, the following limitations apply:

If the designated account is a savings or money market account, federal law requires that an account holder may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of Customer or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). Customer may make unlimited transactions in person at a teller window, by messenger, by mail, or at an ATM. If Customer exceeds the transaction limits on an account, it may be closed and/or converted to a checking account by federal regulation. A “preauthorized transfer” includes any arrangement to pay a third party from the designated account upon written or oral instruction (including an order received through an automated clearing house (ACH)) or any arrangement to pay a third party from the designated account at a predetermined time or on a fixed schedule.

27. Mobile Remote Deposit Capture Service. The Mobile Remote Deposit Capture Service (“mRDC Service”) allows Customer to remotely deposit paper checks into an eligible account by creating an Electronic Deposit through the Bank’s Mobile Banking Application, which is processed like a paper check. If Customer has enrolled in the mRDC Service, the terms and conditions of this Section 27 form part of this Agreement.

a. Additional Definitions. Additional definitions applicable to this Section 27 are as follows:

- “Check Image” means an electronic image of an original paper draft (check), payable on demand, and drawn on (or payable through) an office of a United States bank.
- “Capture Device” means the mobile device (camera), software, or web-based applications used by Customer to prepare a Check Image, create an Electronic Deposit, and access the mRDC Service.
- “Electronic Deposit” means the package of information (including the Check Image, dollar amount information, deposit account information, etc.) that is transmitted to the Bank allowing for the deposit, processing, and collection of the item.
- “MICR Data” means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account, and check serial numbers.
- “Mobile Banking Application” means: 1) the Bank’s downloadable mobile application (“app”) for use on a mobile device or mobile smart telephone which enables transmission to the Bank of the Check Image; and/or 2) the link provided by the Bank on its website which enables transmission to the Bank of the Check Image.
- “Substitute Check” means a paper reproduction of a check that satisfies the requirements and definition of “substitute check” set forth in Regulation CC.

b. Account Eligibility and Limitations. The deposit account(s) to which Customer may use the mRDC Service to

deposit items are those accounts held at Bank designated by Customer on the Form and approved by Bank for use with the mRDC Service. Bank reserves the right in its sole discretion to terminate or suspend Customer’s access to an account through the mRDC Service at any time and with or without notice to Customer. For example, if an account has no items presented for deposit through the mRDC Service for a period of 90 days the Bank may terminate Customer’s access to such account through the mRDC Service.

c. Customer’s Responsibility. With respect to each Electronic Deposit that Customer transmits to the Bank, Customer indemnifies and holds Bank, its affiliates and other service providers and each of Bank’s and their respective officers, directors, employees and agents harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (i) from Customer’s failure to follow the eligibility or any endorsement standards outlined in this Agreement; (ii) from Customer’s breach of any check presentation representation or warranty; (iii) as a result of any of Customer’s acts or omissions in the capturing, creation, or transmission of the Electronic Deposit; (iv) from any duplicate, fraudulent, or unauthorized presentation of an Electronic Deposit; (v) for any loss caused by Bank’s acceptance of the Electronic Deposit in lieu of the original paper check; or (vi) from any other act or omission arising out of Bank’s action or inaction taken pursuant to any request by Customer or pursuant to this Agreement.

If Customer believes it may have deposited a check more than once, call the Bank immediately.

d. Security Procedures. Customer must comply with all security procedures for the mRDC Service that are established by the Bank or set forth in any written user requirements communicated to Customer. Customer is solely responsible for: (i) maintaining its own internal security procedures for maintaining, marking, destroying paper items deposited using the mRDC Service; (ii) Safeguarding the security and confidentiality of any information obtained from Customer’s deposited checks that may be printed from, stored on, or transferred from, the Capture Device; and (iii) Preventing errors or unauthorized access to the Capture Device. The Customer agrees that the purpose of the security procedures set forth in this Agreement, including this Section 27.d. is to verify the authenticity of instructions transmitted to Bank in the name of the Customer and not to detect an error in the transmission or content of any instruction, and that no security procedure for the detection of such errors has been agreed upon by the Bank and the Customer, and that the Bank will undertake no such effort. Customer agrees that the Bank shall be authorized to effect the mRDC Service upon receipt and verification by the System of the Customer’s password(s), and that the Bank is authorized to act on instructions received upon receipt and verification by the System of the Customer’s password(s). The Bank assumes no responsibility for ascertaining the genuineness or authenticity of instructions sent via the System.

e. Bank's Responsibility; Limitation of Liability. In addition to, and not limitation of, the Limitation of Liability provided in Section 18 above and limitations elsewhere in this Agreement, the Bank is not liable for system failures or temporary service disruptions that cause the mRDC Service to be unavailable. If the mRDC Service is unavailable, Customer is responsible for carrying out its business through alternative channels. Further, the Bank is not liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted using the mRDC Service. Furthermore, the Bank is not liable to Customer for a failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which Customer has not provided Bank with full and correct MICR Data and dollar amount from the original paper check; (ii) for which Customer has not provided an accurate and legible image of the original paper check, (iii) for which Customer has failed to comply with formatting standards or other guidelines required by Bank; or (iv) that would violate this Agreement or any other agreement between Customer and the Bank.

f. Determination of Items Eligible for the mRDC Service. Customer may only create a Check Image of items made payable to Customer alone; items listing multiple payees (either additionally or alternatively) would need to be deposited at the branch. Without limiting the preceding sentence, the Bank reserves the right to reject any deposit for any reason and the following items are specifically not eligible for deposit using the mRDC Service:

- U.S. Treasury Checks;
- Checks, including travelers checks, that are drawn on banks located outside of the United States;
- Money orders and postal money orders;
- Credit card checks;
- Checks payable in a medium other than U.S. dollars;
- Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC);
- Promissory notes and similar obligations, such as savings bonds;
- Third party checks;
- Pre-existing substitute checks;
- Checks that have been previously returned as unpaid or uncollected;
- Checks greater than 180 days old;
- Checks which are drawn on a deposit account of Customer at Bank or any other financial institution, or a deposit account of any business entity of which Customer is a principal, officer or authorized signer (unless prior approval is granted by Bank in writing);
- Checks that contain erasures or checks that have been altered; and
- Any other class of checks or drafts as identified by the Bank to Customer from time to time.

g. Creating an Electronic Deposit.

(i) The check must be deposited into an account of one of the payees.

(ii) Customer is responsible for creating an accurate Check Image and inputting the correct dollar amount of the check into the Capture Device. In creating the Check Image, Customer must ensure that the MICR Data, check number, and name of the maker of the check are commercially printed on the check. Any defects such as tears or alterations may prevent the Capture Device from creating an accurate Check Image, causing the Electronic Deposit to be rejected. If Customer receives error messages indicating that the Electronic Deposit has been rejected, then the check must be physically deposited at Customer's local bank branch or ATM.

(iii) Customer is responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount, the signature of the person who made the check, and for ensuring that any and all information on the paper check is accurately captured and legible in the resulting Check Image.

If any information is not accurately captured and legible, Customer may cancel the scan/photograph and rescan/re-photograph the physical check. Any physical check that continues to yield an illegible Check Image after repeated scanning/photographing attempts must be physically deposited at Customer's local branch.

(iv) Customer acknowledges that the Capture Device may not capture all security features (e.g., watermarks) contained in or on the original paper checks, and Customer must manually examine the paper item to determine authenticity prior to creating a Check Image or submitting an Electronic Deposit. Customer agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.

h. Submitting an Electronic Deposit. Performance of the mRDC Service may be affected by external factors such as communication network latency. An Electronic Deposit is not considered "received" by Bank for deposit until the entire Electronic Deposit transmission is received by Bank and accepted at the location where the Bank or its designated agents post the credit to the account. Customer shall remain liable for, and Bank shall not be accountable to Customer for, Electronic Items not received by the Bank.

i. Deposit Limits. Customer is limited in the amount that Customer may deposit at any given time using the mRDC Service. The following deposit limits may apply to each account:

- Per Item Limit – Limits the value of each item that Customer deposits and applies to each separate item that Customer deposits.
- Daily Limit – Limits the total combined value of all items deposited in a single business day and/or the number of items deposited in a single business day. Deposits made after the daily cut-off time or on a non-business day (as explained in the "Funds Availability" section below) will apply to the daily limit of the next business day.
- Monthly Limit – Limits the total combined value of all items deposited, and the total number of items deposited, in a single calendar month.

The deposit limits vary depending on many factors including Customer's deposit history and the length of Customer's

relationship with the Bank. Deposit limits are subject to change as the Bank continually evaluates these factors. .

j. Funds Availability. This policy only applies to deposits made using the mRDC Service; deposits made at a branch location remain subject to the funds availability policy outlined in the most current version of Customer's applicable deposit account agreement. Bank is not liable for transactions Customer initiates before the funds are available for Customer's use. Until Customer receives confirmation that the funds are made available, Customer may not withdraw the funds in cash and the Bank may not use the funds to pay items that Customer has written or honor other withdrawals Customer requests. If the Bank pays items that Customer has written or honors other withdrawals before funds are available to Customer, the Bank may charge a fee for this. The mRDC Service is available 24/7/365, but the funds availability of the approved deposit is subject to the following processing cut-off times:

(i) Deposits submitted and deemed received before the Mobile Deposit Cut-Off set forth in Section 17 on a business day – generally, the total daily deposits will be available on the same day.

(ii) Deposits submitted and deemed received after the Mobile Deposit Cut-Off set forth in Section 17 on a business day (or items deposited on a non-business day) – these deposits will not be processed until the next available business day, which will be considered the recorded day of the deposit. Generally, the Bank will make the total daily deposits available on the next available business day.

In certain circumstances, and at the Bank's discretion, the balance of the deposit may be delayed for a longer period under any of the following circumstances: (i) the Bank believes a check Customer deposits will not be paid; (ii) Customer deposits checks totaling more than \$5,000 on any one day; (iii) Customer has overdrawn its account repeatedly in the past six months; or (iv) there is an emergency, such as the failure of computer or communications equipment.

The Bank will notify Customer if it delays Customer's ability to withdraw funds for any of these reasons, and the Bank will tell the Customer when the funds will be available. In general, funds delayed for the above reasons will be available no later than the seventh business day after the recorded day of Customer's deposit.

Even after the item has "cleared" and the Bank has made funds available to Customer, and Customer has withdrawn the funds, Customer is still responsible for items Customer deposits that are returned to the Bank unpaid and for any other problems involving the deposit.

k. Returned or Rejected Items. If a check that is deposited using the mRDC Service is returned to the Bank for any reason (such as non-sufficient funds), Customer agrees that the Bank may charge the account for any and all fees associated with the returned item. Customer will not be charged the returned item fee for rejected items. Items that are rejected for deposit using Mobile Remote Deposit Service may be re-presented for deposit at a physical branch of the Bank.

l. Collection of an Electronic Deposit. Electronic Deposits are processed similarly to traditional deposits; the mRDC Service does not process Electronic Deposits through ACH conversion. The Bank will determine the manner in which it will seek to collect an Electronic Deposit and the Bank reserves the right to process an Electronic Deposit by any of the following methods:

- Present or transfer the Check Image to the paying bank, a Federal Reserve Bank, image share/exchange network, or other collecting bank;
- Create a Substitute Check from the Check Image and collect the Substitute Check; or,
- Request that Customer provide to the Bank the original paper check from which the Check Image was created and then collect the original paper check.

The Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but the Bank has no obligation to do so. If the Bank requires that Customer comply with certain formatting standards or other guidelines when submitting Electronic Deposits and Customer declines to implement, or comply with, such standards or guidelines, Customer acknowledges that the Bank is not liable for any error or loss that results from the Bank's processing of such Electronic Deposit or any delays caused from the Bank's re-formatting or conversion of the Electronic Deposit prior to processing. The Bank will have no liability to Customer or any other person in the event that Customer's deposited check is processed as, or converted by the Bank to, a Check Image or Substitute Check.

m. Marking, Retaining, and Destroying Original Paper Checks. To mitigate the risk of potential fraud or the presentment of duplicate items, Customer agrees to clearly mark on the original paper check that the item has been deposited electronically. Items should be marked after they are deposited using the mRDC Service so long as no rejection notice was received. Customer must destroy the original paper check in accordance with this Agreement and employ commercially reasonable methods to securely store the original paper check until destruction. Customer agrees to securely store all deposited checks in a location away from daily processing activities. To help ensure that checks are not electronically processed more than once or physically deposited at the Bank after being electronically deposited, Customer will establish procedures to ensure that only authorized persons have access to these checks. Customer agrees to retain all checks for at least fourteen (14) days after the deposit is made in case a check is returned and Customer needs to collect on the check by re-depositing the original item. Customer agrees to destroy all deposited checks no later than thirty (30) days after deposit. Cross-cut shredding is strongly recommended for check destruction. At Bank's request, Customer must provide the original paper check to the Bank if the original paper check has not been destroyed by Customer and Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit. In the event the Bank, in its sole discretion,

determines that it requires the original paper check for re-presentation in order to collect a returned Check Image or Substitute Check, Customer is responsible for providing to the Bank the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.

n. Representations and Warranties by Customer. With respect to each Electronic Deposit that Customer transmits to the Bank, Customer is deemed to make any representation or warranty that would have applied had Customer deposited the original paper check. In addition, Customer is deemed to make to Bank any representation or warranty that the Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting Bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when the Bank transfers, presents, or originates the Electronic Deposit, or a Substitute Check created from that Check Image. These representations and warranties include but are not limited to, that: (a) the transmissions contain accurate images of the front and back of the original checks; (b) the transmissions contain all necessary endorsements; and (c) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.

o. Additional Limitations of the mRDC Service. The mRDC Service is only available for use within the United States. The Bank reserves the right to periodically audit Customer's eligibility for the mRDC Service, security, and information technology processes, and to require Customer to implement reasonable and necessary controls. Once a Check Image has been received for deposit, the Bank is not able to delete or remove the item from the collection process and it becomes subject to the funds availability policy described herein.

28. Stop Payment Service. Customer may stop payment on a check by providing the Bank with timely, complete and accurate information on the number of the account in question and the item number. It is recommended that Customer provide as much additional information as possible regarding the check, including the date of the item; the payee information; and the EXACT amount of the item (dollars and cents). Stop payment requests are valid for Six Months (180 days) from the date the order is accepted. At expiration, an order may be renewed for an additional six months at Customer's request. If any information is incomplete or incorrect, the Bank will not be responsible for failing to stop payment on the item. Stop Payments must be received by the Stop Payment Cut-Off set forth in Section 17 on a business day in order to be included in the current end of day processing, and stop payment fees post the same day if the Stop Payment request is received before the Stop Payment Cut-Off set forth in Section 17 on a business day. Stop Payment requests become effective when the Bank confirms their receipt and has verified that the item has not been paid, which is generally within two business days of when the Stop Payment request was made through the Service. A Stop Payment request made through the System will not be

effective as to checks presented at the Bank unless the Stop Payment request was made prior to the Stop Payment Cut-Off set forth in Section 17 on the prior business day. From time to time, the on-line System may be inoperable. If that occurs, Customer's request can be communicated to the Bank by telephone or in writing.

Customer understands that there may be claims or demands made against the Bank as a result of Customer's stop payment request. If any claim or demand of whatever nature is made against the Bank with respect to the stop payment order and/or the item itself, Customer agrees to indemnify and defend the Bank and to reimburse the Bank for any such claims or demands, and for reasonable costs, expenses, or attorneys' fees that the Bank may incur in defending itself against any such claims or demands. Customer understands that the Bank will use all reasonable efforts to comply with a stop payment order. However, Customer understands fully that unless the item number is correctly entered on the stop payment order, the Bank assumes no responsibility for stopping payment and is not liable to Customer if a stop payment cannot be accomplished. Stop-payment requests made through the System may only be used for paper checks written from an account, and not for electronic or ACH debit transactions. All stop payment orders originated through the System are subject to applicable law and the Bank's usual rules and fees for such orders.

29. Miscellaneous Terms.

a. Agents. Customer will not allow others to provide instructions to the Bank on its behalf without the Bank's prior written consent. Customer will be solely responsible for the acts and omissions of such agents. Customer agrees to indemnify, defend, and hold the Bank harmless from any actions, claims, proceedings, damages, losses, and costs which Customer or the Bank incur as a result of their actions or omissions.

b. Assignment. Customer may not assign this Agreement, nor assign any right or delegate any obligation under this Agreement, without prior written consent from the Bank and any purported assignment in violation of this Section 29 shall be void. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to Customer and may assign its rights and delegate its duties under this Agreement to a company affiliated with it or to a third party. This Agreement is binding upon Customer's heirs, permitted successors and assigns, and the Bank's successors and assigns.

c. Amendments. The Bank may amend (add to, delete, or change) the terms of this Agreement, the Service fees, cut-off times, and its operating procedures by providing Customer with prior written notice or prior electronic notice by email or through a notice on the System and the amendment is effective upon such date specified in the notice, or if no such date is specified, on the twenty-first day after mailing, emailing or posting. Mailed and emailed notices may be mailed or sent to Customer electronically at the statement, email, or mailing address shown for Customer in our records. The Bank may amend the security procedures without prior notice if immediate changes are required for security reasons or the

changes do not have a material effect on Customer's use of the Services. Further, the Bank's own internal policies and procedures may be changed without notice to Customer. Continued use of the System or any Service after receipt of notice of any amendment to this Agreement pursuant to this Section 29.c. shall constitute acceptance by the Customer of the amendment

d. California Law. This Agreement will be governed by and construed in accordance with the laws of the United States when applicable and with the laws of the State of California, without reference to California's conflict of law provisions.

e. Compliance with Laws. Customer agrees to comply with all laws, rules, and regulations applicable to Customer, to the business and operation of Customer, as applicable, and to the Services. To the extent permitted by applicable law, Customer shall have the responsibility to fulfill any compliance requirement or obligation that Bank and/or Customer may have with respect to the Services e under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time. By way of example, and not in limitation of the foregoing, Customer agrees not to initiate any payment order, or issue any other instruction to the Bank, that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

f. Entire Agreement. This Agreement supplements (and supersedes only where inconsistent) the terms of the deposit agreements, disclosures, and other documents in effect from time to time governing the accounts. Except as expressly set forth herein, this Agreement (along with any service fee schedule) constitutes the entire agreement between Customer and the Bank with respect to the Services.

g. Credit, Audit, and Financial Review. The Customer is subject to satisfactory credit and audit review by the Bank from time to time, at the Bank's sole option and discretion, and in accordance with the Bank's established credit and auditing criteria. The Customer shall, upon the Bank's request, provide to the Bank a financial statement or other financial, credit and audit related information and assistance as the Bank may require to perform any such review. Failure of Customer to meet such standards in the sole discretion of the Bank or to provide such information or assistance when requested shall constitute a breach of this Agreement. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement and to request reports from credit bureaus and reporting agencies for such purpose. Customer will provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including without limitation as applicable, any additional locations, any change in business, any new business, any change in goods or services provided by Customer, the identity or principals and/or owners, the form of Customer's business organization, and method of conducting sales.

Customer will provide the notice within 5 business days of the change. Without limiting the foregoing, Customer will provide Bank any additional information requested by Bank within 5 business days of such request. Bank retains the right to review Customer's files and business activities from time to time to confirm information provided by Customer to Bank.

h. Monitoring of Communications. Customer agrees on behalf of itself, its User, and any other agents, representatives, or employees that the Bank may monitor and record telephone and electronic communications in connection with the Services at any time, without further notice to Customer or any party to the communication.

i. No Third Party Beneficiaries Except for Service Vendors. With the exception of vendors of Bank which provide equipment, software, or other products and services in connection with the Services described in this Agreement, this Agreement is made for the exclusive benefit of Customer and the Bank and no third party has any rights under this Agreement. Customer agrees that such vendors are third-party beneficiaries of the Agreement and as such are entitled to rely on, and avail themselves of, the provisions of the Agreement as if they were Bank, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Customer agrees to indemnify, defend, and hold the Bank, its transfer agents and employees, harmless from and against any and all claims by third parties which involve the Bank's acts or omissions under this Agreement.

j. No Third Party Use. Unless Customer has the Bank's prior written consent, Customer may not use the System to process transactions for third parties or permit others to initiate Service transactions on Customer's behalf. Customer agrees to indemnify, defend, and hold the Bank, its transfer agents and employees, harmless from and against any and all claims by third parties which involve the Bank's acts or omissions under this Agreement.

k. Sufficient Funds; Overdrafts; Offset. When Customer transmits a funds transfer, payment order or instruction to the Bank, Customer represents and warrants that it has sufficient funds in its account for that purpose and authorizes the Bank to charge the designated account for the amount indicated. The Customer shall at all times maintain sufficient available funds in its account to pay the amount indicated and the fees, and other amounts that the Customer is obligated to pay the Bank under this Agreement. If the designated account does not have sufficient available funds, the Bank may reject the transaction. The Bank's allowance of any overdraft will not obligate the Bank to honor future overdrafts at a later time, and the Bank may refuse to do so without cause or prior notice. The Bank may charge a fee for each payment order or funds transfer request presented against insufficient available funds. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Customer's designated account. If there are insufficient funds available in the Customer's designated account the Customer agrees that the Bank may debit any account maintained by the Customer with the Bank or that the Bank may set off against any amount it owes to the Customer, in order to obtain payment of the Customer's

obligations and Customer shall pay any amounts due immediately upon demand.

l. Security Interest. Customer grants the Bank a security interest in the accounts to secure the repayment of any overdraft or other obligation that Customer incurs under this Agreement, all funds in those accounts, any reserve accounts or funds therein, all checks payable to Customer, and all proceeds of the foregoing. The Bank may hold any of Customer's funds on deposit with the Bank after termination of this Agreement for up to 30 days following the expiration of any return or chargeback rights regarding any request processed by Customer using the System or, if later, until any other claims to such funds have expired. This security interest is supplemental to and not in lieu of the security interest granted by Customer to Bank under any other agreement.

m. Validity. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

n. Waivers / Overdrafts. Any waiver by the Bank must be in writing to be effective. The Bank's waiver of any right will not be deemed a waiver of other rights or of the same right at another time. The Bank's practice of allowing overdrafts will not obligate the Bank to continue the practice at a later date. The Bank may discontinue permitting overdrafts at any time and without prior notice. A waiver by the Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any term or provision. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. No course of dealing between Bank and Customer will constitute a modification of this Agreement, including but not limited to the security procedures set forth herein, or constitute an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

o. Reliance by the Bank. Except to the extent this Agreement specifically provides otherwise, the Bank shall be entitled to rely on any verbal or written notice, response, or other communication believed by it to be genuine and to have been provided by User, and any such communication shall be deemed to have been provided by such person on behalf of the Customer.

p. Confidentiality. The Customer acknowledges that it will have access to certain confidential information regarding the Bank's policies and procedures, security procedures, and means and methods of executing payment orders and instructions, and the Services contemplated by this Agreement. The Customer shall not disclose any such confidential information of the Bank and shall use such confidential information only in connection with the transactions contemplated by this Agreement.

q. Headings. Headings to sections of this Agreement, and headings in any addenda, exhibit, or schedule, are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under this Agreement.

r. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment.

s. Survival. Whether or not explicitly stated herein, all provisions of this Agreement that by their nature are intended to survive termination of this Agreement (including but not limited to the arbitration provision, limitations of liability, indemnification provisions, disclaimers, and the grant of a security interest) shall survive termination of this Agreement.

Business Online Banking Agreement Fee Schedule

Business Bill Pay Module	\$15
Bill Payment over 10 items	\$1
Deposit One Basic-Mobile Remote Deposit Capture	\$30
Stop Payment Online	\$20
Wires-Incoming Domestic & Foreign	\$10

Fees and charges may be amended as set forth in the Agreement. Actual fees assessed to Customer may be adjusted downward based on compensating balances, account type, or other factors. The Bank may waive fees or charges which might otherwise be assessed in its sole discretion. Additionally, the fees and charges set forth in Customer's account agreement(s) and related disclosures continue to govern fees chargeable to Customer by the Bank, including when Customer uses the Services. Such account-related fees and charges include but are not limited to stop payment fees and NSF fees.