Exchange Bank

Business Digital Banking Service Agreement

NOTICE TO TREASURY CLIENTS: THIS BUSINESS DIGITAL BANKING SERVICE AGREEMENT DOES NOT APPLY TO YOU. INSTEAD, YOUR USE OF THE ONLINE SERVICES ARE SUBJECT TO THE SEPARATE EXCHANGE BANK MASTER TREASURY MANAGEMENT SERVICES AGREEMENT, BUSINESS DIGITAL BANKING SERVICE DESCRIPTION, AS WELL AS OTHER RELEVANT SERVICE DESCRIPTIONS PREVIOUSLY ACCEPTED BY YOU.

1. Introduction. Exchange Bank ("Bank") shall make certain business digital banking services ("Business Digital Banking" and "Service") available to client ("Client") subject to the terms and conditions of this Business Digital Banking Service Agreement, as amended by Bank from time to time, including any schedules, and exhibits to the same (collectively, "Agreement"), including, applicable user guides, user manuals, set-up forms and other user materials, including online terms and information (collectively, "Supporting Documents"). Any reference to the Agreement shall be deemed to include this Business Digital Banking Service Agreement and the Supporting Documents, unless otherwise stated. Unless otherwise agreed in writing, the Agreement and Supporting Documents will be deemed accepted by Client upon provision by Bank of a Service to Client.

   Subject to Bank's discretion, this Agreement may be accepted electronically. The effectiveness of the Agreement (or any related document) and any signatures shall, to the extent permitted by applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties hereto. Bank may also require that the Agreement (or any related document) be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document, electronic contract, record or signature.

   The terms and conditions of the Agreement apply to the Services, and Client's deposit accounts held at Exchange Bank which Client uses for transactions associated with the Services, in addition to the account deposit terms and conditions otherwise applicable to Client's accounts with Bank. Unless otherwise provided, to the extent any term or provision of the Agreement conflicts directly with any term or provision of the applicable deposit account terms and conditions or the Supporting Documents, the provision of the Agreement will control. All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the deposit account terms and conditions governing the account, including but not limited to transfer limitations, as amended by the Agreement. The term "may," when used in reference to action by Bank, means at Bank's option and sole discretion. Action (or inaction) that Bank "may" take is authorized by Client and allowed to Bank, but is not required. Client agrees that Bank will not be liable for any action taken or any failure to act when action or inaction is in Bank's discretion. Unless expressly provided otherwise, all references to time will be Pacific Time.

2. Security Procedures; Communications.

   A. Client and Bank may agree to certain procedures and security devices, which may include without limitation, codes, encryption, passwords, and other security devices, systems and Software (referred to individually and collectively, "Security Device(s)") designed to verify the authenticity of information (including without limitation transaction information), instructions, orders (including without limitation payment orders) and other communications relating to a Service (each a "Communication"). The term "payment order(s)" includes payment orders, as defined in Division 11 of the California Commercial Code. In this regard, application of the procedures and Security Devices to authenticate a Communication will be collectively referred to as the "Security Procedures" in the Agreement. If Bank takes any action not provided in the Security Procedures in connection with any Communication, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. Client understands and agrees that Bank will use the Security Procedures to verify the authenticity of Communications and that the Security Procedures are not designed to, and are not used for the purpose of, detecting errors in transmission or content of Communications, including discrepancies between account names and numbers.

B. At this time, but subject to change by Bank, access to the Business Digital Banking Service will be subject to the following Security Procedures: Client's logon username and password (with Secure Access Code).

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

i) *Commercially Reasonable Procedures.* If the size, type or frequency of Communications made by Client changes such that the Security Procedures in use by Client no longer provide a commercially reasonable method of providing security against unauthorized Communications, Client shall immediately notify Bank.

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

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

iv) *Client Responsible for Communications Actually Authorized.* Regardless of whether or not Bank complied with the Security Procedures, any Communication received by Bank will be treated as Client's and will bind Client if the Communication is delivered to Bank directly or indirectly by any Authorized Representative (as defined below), or if Client would otherwise be legally bound by the Communication, regardless of whether the Communication was erroneous in any respect or that any loss would have been prevented if Bank had complied with the Security Procedures.

D. Client will use and safeguard the Services, Security Devices, Security Procedures, Supporting Documents, and the Software, hardware and equipment (if applicable) in accordance with the Agreement. In connection with such safeguarding obligations, Client will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of any Service, Supporting Document, Security Device or Security Procedures. Without limiting the foregoing and to the extent any of the Services utilize an electronic interface, Client agrees to use and maintain at all times up-to-date anti-malware and anti-viral software, current security patches, properly configured firewalls and otherwise to use commercial "best practices" to prevent Client's computers or other electronic interfaces from being compromised, including by malware, virus, trojan horse or other malware. Client expressly acknowledges that any wireless access to the Services initiated by Client may not be secure and, in such cases, Client assumes the risk associated with unauthorized access to the Services and any information contained therein, resulting from such wireless connectivity.

E. Client agrees to immediately notify Bank if Client knows or suspects that a Security Device or other information pertaining to the Security Procedures is stolen, compromised, or misused.

Client acknowledges that Bank's ability to reverse fraudulent electronic transfers is extremely limited, and in many cases impossible. Client acknowledges that Bank is not an insurer of Client against losses associated with unauthorized activity associated with the Services and that Client has an independent responsibility to ensure the integrity and security of Client's systems and to determine whether Client should obtain appropriate insurance coverage to protect against unrecoverable losses.

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

G. If applicable, Client may be required to select in the Supporting Documents, a means of communicating with Bank in connection with a particular Service (each, a "Communication Link"). Multiple Communication Links may be selected for certain Services, as more specifically described in the Agreement and/or Supporting Documents. Information and instructions may be sent and received by Client through those Communication Links.

H. Bank and any other financial institution may act on a Communication by reference to the account number only, even if the name on the account is also provided and even if the account number does not actually correspond to the name. If an intermediary bank or a beneficiary's bank is identified on a Communication by both name and identifying number, Bank and other financial institutions may rely on the number even if the name and the number are not consistent or identify different parties.

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

J. Bank may delay or refuse to execute any Communication or process any requested Service. Bank may do so for any reason or for no reason. Bank may provide notice to Client of such delay or refusal, but is not obligated to do so. Bank may delay or refuse processing of a Communication, for example, if: (A) processing would or may exceed the available funds in Client's affected account; (B) the Communication is not authenticated to Bank's satisfaction or Bank believes the Communication may not have been authorized by Client; (C) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (D) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (E) processing would or may cause a violation of any laws or rules applicable to Client or to Bank; (F) for any reason determined by Bank in its sole discretion; or (G) for any other reason under the Agreement. In addition, Bank shall be excused from failing to transmit or delay a transmittal of a transaction or Communication if such transmittal would result in Bank's having exceeded any limitation upon Bank's intra-day net funds position established pursuant to present or future Federal Reserve Board ("FRB") guidelines or in Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority

Client agrees that Bank will have no liability to Client or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

K. If Client informs Bank that it wishes to recall, cancel or amend a Communication after it has been received by Bank, Bank may, but will not be required to, use its reasonable efforts to assist Client to do so; however, Bank shall not be liable for any loss, cost or expense suffered by Client if Bank does not, or is unable to, amend, cancel or recall a Communication. Client hereby agrees to indemnify Bank against any loss, liability, claim or expenses (including legal fees) Bank may incur in connection with assisting Client to recall, cancel or amend a Communication, and Client agrees to immediately reimburse Bank for any monies paid by Bank associated with such losses, liability, claims or expenses incurred by Bank.

L. Client assumes the sole responsibility for providing Bank with accurate Communications in the form and format that Bank requires. Bank is not responsible for confirming Communications or for failing to detect and reject duplicate Communications. If Client provides Bank with a Communication that is incorrect in any way, Client agrees that Bank may charge Client's accounts for any transactions related to the Communication whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Client's transfer or payment instructions or other Communications.

M. Any person identified by Client in the Supporting Documents or any subsequent written notice delivered to Bank as authorized by Client to receive from Bank information, communications and notices regarding the Services, and authorized by Client to submit to Bank any Communications, or otherwise transact business via the Services is Client's "Authorized Representative." Additionally, the person referenced to or identified by Client in the Supporting Documents, resolutions, or any subsequent written notice delivered to Bank, as authorized by Client to make all agreements and accept and deliver all documents in connection with the Services on Client's behalf. If the identity of such an Authorized Representative or other authorized person changes, Client will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a notice or other communication to act on it.

N. Bank's internal compliance, fraud control and other Bank procedures are for the benefit of Bank and create no duty to Client. Bank has no duty or obligation under this Agreement to inform Client if Bank is suspicious of activity, including possible breach of security by Client's Authorized Representative(s) or other authorized persons, or unauthorized disclosure or use of Security Devices. Bank's internal policies and procedures shall not constitute a standard of care to determine whether Bank met any standard of care in connection with action or inaction by Bank in connection with any Service or Communication.

3. <u>Software and Equipment</u>. The Agreement and/or Supporting Documents for each Service shall describe the various means by which Client may communicate with Bank in connection with such Service. Those means may include, without limitation, the use of computer software ("Software") licensed or sublicensed by Bank to Client ("License") or the use of an Internet connection. To the extent any of the Services involve Bank having granted Client Software License usage rights, such grant shall be a non-exclusive, non-transferable right to access and use the Service in connection with Client's own business operations in accordance with the Supporting Documents. Client agrees to comply with the terms of any Software License(s) provided to Client in connection with the Services. Client acknowledges and agrees that the Software and content used by Bank in the operation and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, Software, content, designs, graphics, and trademarks included as part of the Services and Bank's name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by Bank and Bank's licensors. As such, Client will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of the Agreement or otherwise. Client may not distribute, reuse, reproduce, duplicate, copy, publish, sell, or otherwise transfer (i) any portion or element of a Service or the Intellectual Property or (ii) access to Bank a

Service or Intellectual Property. Further, Client may not (a) create derivative works of any portion or element of a Service or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology Bank incorporates in a Service; (d) modify or erase any copyright or trademark notice Bank places in connection with a Service; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided through a Service (sometimes known as "scrapers," "spiders," "robots" or "bots") to systematically access and download data; (f) frame any content provided through a Service or any Intellectual Property; or (g) use any circumvention tools, meta tags or any other "hidden text" utilizing Bank's name, trademark, URL, product name or other Intellectual Property. Unless expressly otherwise agreed by Bank in writing, the computer programs, Service guides, Security Procedures, equipment, Software, and systems provided by Bank to Client in connection with the Services represent Bank's proprietary property, including Intellectual Property, and must be returned to Bank upon request.

Unless otherwise provided in the Agreement, Client is responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, computers, and software (collectively "Equipment"). Client agrees to use Equipment that is compatible with Bank's programs, systems, and equipment, which Bank may change from time to time. Bank assumes no responsibility for the defects or incompatibility of any Equipment that Client uses in connection with the Services, even if Bank has previously approved their use. BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE BY BANK TO CLIENT OR OTHERWISE USED BY CLIENT. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND CLIENT HEREBY WAIVES AND RELEASES BANK FROM ALL SUCH WARRANTIES. Client agrees to notify Bank promptly if any Software or equipment Bank provides to Client becomes defective. Bank's sole responsibility (if any) in such instances will be to use best efforts to repair or replace the defective Software or equipment that Bank provided to Client. To the extent Bank provides equipment in conjunction with any of the Services, Bank may require Client to identify the location(s) where such equipment will be maintained and Client agrees not to relocate the equipment without Bank's prior written approval. Any equipment provided by Bank to Client will be on a licensee basis and Client will obtain no ownership interest in the equipment, absent written agreement between Bank and Client otherwise. Such license will be revocable by Bank at any time, in the Bank's discretion. If the license is revoked for any reason, Client agrees to return all Bank provided equipment, as directed by Bank, at Client's sole cost and expense.

4. Client Conduct. Client agrees not to use the Services or the content or information in any way that would: (i) infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent including, but not limited to, use of the Service to impersonate another person or entity; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (iv) be false, misleading or inaccurate; (v) create liability for Bank or its affiliates or service providers, or cause Bank to lose (in whole or in part) the services of any of its service providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to the Service; or (ix) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others. Without limiting the generality of the foregoing, Client agrees not to: (a) make the Service available, or allow use of the Service, in a computer bureau service business, or on a timesharing basis; or (b) otherwise disclose or allow use of the Service by or for the benefit of any third party.

5. Client Representations. Client represents and warrants to Bank that:

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

B. Client's execution, delivery, and performance of this Agreement and the transactions contemplated herein have been duly authorized by all necessary action and do not: (A) violate any provision of any applicable law, rule or regulation (including but not limited to any licensing requirement(s) or of Client's charter or bylaws or other governing documents, as applicable), or (B) result in the breach of, constitute a default under, or require any consent under any agreement or instrument to which Client is a party or by which Client is bound;

C. Any Communication or authorization required in connection with the Agreement has been provided by an Authorized Representative. Bank may rely upon the authority of each Authorized Representative for purposes of the Agreement until Bank has received written notice acceptable to Bank of any change of persons designated by Client as an Authorized Representative, and Bank has had a reasonable time to act thereon (after which time Bank shall rely upon the change);

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

E. Client's performance under the Agreement and use of the Services will not violate any applicable law, regulation or other requirement;

F. The Agreement is a legal, valid, and binding obligation;

G. Client is not, and agrees not to take any action that would result in Client being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that Client has specifically and in writing previously informed Bank that Client is a money service business. Unless otherwise agreed to in writing by Bank, the accounts established by Client with Bank and the Services Client establishes or uses in connection with the accounts will only be used for business purposes and not for personal, family or household purposes; and

H. Client agrees that it shall be deemed to make and renew each representation and warranty made in this Section on and as of each day on which it uses the Services. Client will inform Bank in writing immediately upon Client's becoming aware of facts or circumstances that cause (or with the passage of time would result in) any representation or warranty given by Client to cease to be true and correct. Client will provide such information or documentation as Bank may request from time to time to demonstrate compliance by Client with Client's representations and warranties, or other obligations of Client under this Agreement.

6. <u>Service Limitations</u>. Client acknowledges that the Services may be subject to system and other limitations, including Bank imposed limitations. Client agrees not to exceed or otherwise violate any Service limitations, including dollar, frequency, activity or other limits.

7. <u>Compliance</u>. Client agrees to comply with all state and federal laws, rules, and regulations, as may be amended from time to time, applicable to Client and to its use of the Services (collectively, "Laws"), including the operating rules of all systems and networks, as may be amended from time to time, used to provide Services to Client (collectively, "Rules"), and to promptly provide evidence reasonably satisfactory to Bank of the same if requested by Bank. Without limitation, Client agrees and acknowledges that the Services may not be used by Client in violation of, and must comply with, the Laws and Rules, including sanctions laws administered by the Office of Foreign Asset Controls. Client agrees that the Services will not be used to facilitate any illegal activity, including but not limited to illegal Internet gambling. Client acknowledges and agrees that the Software used to access the Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations, as may be amended from time to time (collectively, "Acts"). Client

agrees and hereby certifies that the Software or any product thereof or any Service is not being or will not be used by or on behalf of Client for any purpose prohibited by these Acts.

Nothing in the Agreement relieves Client of any obligation Client may have under the Laws, Rules or Acts. If the Agreement is in conflict with the Laws, Rules or Acts, as may be amended from time to time, then the Agreement is deemed modified only to the extent necessary to allow or require Client to comply with the Laws, Rules, and Acts. Client will implement and maintain procedures, including retention of legal or compliance services, to ensure that Client is able to comply with all current and future Laws, Rules, and Acts, including any changes to them. Bank is not obligated to provide information, updates or notice of or regarding the Laws, Rules, or Acts even if Bank is aware of the same and of the potential for material impact on Client and Client's use of the Services, and Client's indemnification and other obligations to Bank are not relieved or reduced by Bank's not providing the same to Client. If Bank does provide information, updates or notices of or regarding the Laws, Rules or Acts to Client, Bank is not responsible for the accuracy of the same and may discontinue doing so at any time.

8. Delayed Processing. In addition to any allowances provided to Bank in any other agreement Bank has with Client, Client agrees that Bank may delay posting of an inbound credit to Client's account(s) held at Bank, or delay the processing of an outbound transaction from Client's account(s) held at Bank, when the delay is due to a suspicion that the transaction may be in violation of applicable Law, Rule or Act, or the transaction is otherwise under review by Bank.

9. Account Designations. For certain Services, Client may be required to designate one or more accounts to facilitate the particular Service.

10. Sufficient Funds. Client agrees to maintain sufficient available funds (as determined under Bank's funds availability policy) in Client's accounts accessible via the Services to cover all transactions requested through the Service and applicable fees, or such higher amounts as Bank may specify from time to time. Client acknowledges that Bank does not control intermediary banks or other third parties, including intermediary banks chosen by Bank, and that Bank does not control whether intermediary banks deduct fees as part of the processing of transfer requests. Client agrees that Client's funds may be held by Bank for a period of time during the term of an Agreement and following termination of the Services, to protect Bank against any possible losses relating to the use by Client of the Services. If Bank does hold funds, Bank may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in accordance with the applicable deposit account terms and conditions. If Client does not have sufficient or available funds or credit in Client's account for which a particular transaction was requested, Bank may charge any account of Client's held at Bank to cover the cost of the transaction, as well as any corresponding fees. Client's obligation to pay Bank remains immediately due and payable whether or not the rejected, returned or adjustment entry was processed in accordance with any requirement of any applicable laws or rules applicable to any party other than Bank and notwithstanding Bank or Client may have a claim against another third party for breach of the applicable laws or rules. Nothing in the Agreement shall be construed as Bank's commitment or obligation to lend Client money.

11. Fees and Amounts Due. Client agrees to pay Bank the fees prescribed in Bank's current fee schedule for each of the Services, a copy of which is available upon request (each a "Fee Schedule"), as well as all amounts otherwise due under the Agreement. Unless other arrangements are made for payment of such fees and other amounts due, Client agrees that Bank may without prior notice or demand automatically debit any account maintained by Client with Bank in the amount of such fees and other amounts due. Bank does not in any way extend credit to Client under the Agreement. Bank may amend the Service pricing from time to time. Fees are subject to change without prior notice. Special or additional Services performed at Client's request will be subject to additional terms and fees. If accounts are analyzed, Client may be able to use available earnings credit to offset certain charges related to the Services. If analyzed accounts contain funds belonging to third parties,

Client represents that use of any related earnings credit is not limited by law, regulation or agreement with such third parties. In addition to the fees and other amounts due for the Services, Client agrees to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the Services, the Agreement, and any Software or equipment made available to Client (excluding any income tax payable by Bank). Client is also responsible for the costs of any communication lines and any data processing charges payable to third parties. If Client is required by the laws of any relevant jurisdiction to make any deduction or withholding from any fees, interest or other amounts, on account of tax or other charges, Client shall withhold the same and pay it to the relevant authority, and shall pay Bank such additional amount as may be necessary to ensure Bank receives an amount equal to the amount it would have received had no such deduction been made.

12. Fines and Penalties. Client will reimburse Bank for any fines and penalties (and any associated costs, including reasonable attorneys' fees and costs) imposed on or assessed against Bank by any Federal Reserve Bank, any network operator, any state or federal regulatory agency or other US or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over transactions facilitated using the Services, when the fine, penalty or other expense is caused by or related to Client's data or use of the Services. Such amounts shall be immediately due and payable by Client. Client's obligation to pay Bank remains immediately due and payable whether or not the fine or penalty was imposed or assessed in accordance with any requirements of the Rules or Laws or any laws applicable to any party other than Bank and notwithstanding Bank or Client may have a claim against another for breach of the same.

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

    EXCHANGE BANK
    ATTN: CUSTOMER CARE CENTER
    444 Aviation Blvd.
    SANTA ROSA, CA 95403

    or at such other address as Bank may specify in writing. Notices and communications to Client may be mailed or sent to Client electronically at the statement, email or mailing address shown for Client in Bank's records. Notices and communication may also be provided to Client through the Secure Messaging feature within the Digital Banking Service. Any notice or communication sent by Bank to Client, whether electronic or written, will be deemed given and effective when sent or otherwise made available to Client, or as otherwise stated in the notice or communication. Client further acknowledges and agrees that certain notices and communications may be provided to Client by telephone, facsimile or electronic transmission at the telephone number, facsimile number or other location or number as shown in Bank's records. Client agrees to promptly notify Bank (in a form acceptable to Bank) whenever Client's email address, physical address, mobile phone number or other contact information changes.

    Any notice, instruction, Communication or other communication sent by Client to Bank will be effective when Bank has actually received and has had a reasonable time to act on the notice, instruction, Communication or other communication. Notwithstanding anything to the contrary herein, Bank may rely on all notices, instructions, Communications, and other communications sent to Bank via facsimile or electronic transmission as though they are originals. Without limiting the foregoing, Bank is entitled to rely on any notice, instruction, Communication or other communication believed by Bank in good faith to be genuine or to have been signed or authorized by an Authorized Representative of Client.

    Client agrees to access the Services from time to time, in no event less than monthly, to access notices, communications, and information made available by Bank.

14. Content.

A. Bank reserves the right, but shall have no obligation, to reject, move, or delete content that Bank, in Bank's sole discretion, believes violates the Agreement, or contains content, including malware or viruses, that may interfere with the operation of Bank's website or other systems. Bank shall have the right, but not the obligation, to disclose content to any third party if required or permitted by law or if Bank believes reasonably necessary, including but not limited to: (a) comply with legal process; (b) enforce the Agreement; (c) respond to claims that any content violates rights of third parties; or (d) protect Bank's rights, properly, or personal safety, or those third parties.

B. The Services may allow Client to access content originally provided or operated by third parties acting on Client's behalf (collectively referred to as "third party content," unless otherwise provided herein). Unless Bank tells Client otherwise in writing, Bank does not operate or monitor any such content including any of the information, products or services provided or operated by third parties. Client acknowledges and agrees that: (i) Client accesses and relies on such third party content at Client's own risk; (ii) Bank makes no endorsement of, and assumes no responsibility for, third party content uploaded or inputted to the Services by third parties; (iii) although Bank may have a contractual or other relationship with the providers of third party content, Bank will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or the data they make available. Client agrees to hold Bank harmless in connection with all of the foregoing.

Without limiting the foregoing, Bank assumes no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any third party content that Client or others upload to the Services or otherwise provide to Bank, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity associated with the same. Bank will not have a duty to interpret or evaluate any third party content transmitted to Bank or through Bank's website or the Services, except to the limited extent, if any, set forth in the Agreement. Bank will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any third party content Bank receives from Client or third parties. Bank will not have a duty to notify Client about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content, even if Bank has reason to know of its existence.

15. Limitation on Liability; Indemnification. Bank's duties and responsibilities shall be limited to those set forth in the Agreement. In no event shall Bank be liable for: (i) any punitive, indirect, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages; (ii) the acts or omissions of Client or any contractor, vendor, processor, third-party servicer or vendor used by Client or Bank, or any loss, cost, damage or expense incurred by any person or entity in connection therewith; (iii) Client negligence or breach of any agreement with Bank; (iv) any loss, cost, expense, or damage to Client in connection with any Communication Link, Software, or any technical computer service, including Software installation or de-installation performed by Bank or Client or any third party designated by Bank or Client, or Client's or Bank's use thereof; (v) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank; (vi) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vii) the lack of available funds in Client's account to complete a transaction; (viii) Bank's inability to confirm to its satisfaction the authority of any person to act on Client's behalf; (ix) (x); (xi) Client's failure to follow any applicable software manufacturer's recommendations or Bank's Service instructions; (xii) any Internet sites related to the Services or maintained or operated by Bank or the use thereof or the inability to use such sites by any party, or in connection with any failure or performance, error, omission, interruption, defect, delaying in operation or transmission, computer malware, virus or system failure, even if Bank, or representatives thereof, are advised of the possibility of such damages, losses or expenses; or (xiii) causes beyond Bank's reasonable control. There may be other exceptions to Bank's liability, as stated in Client's account or other service agreements with Bank. Without limiting the foregoing, Bank will not be responsible for determining the compatibility of any installed Software with other system components or for any failure of any technical servicing or Software installation to

provide access to the particular Service which the technical servicing or Software installation was intended to make available.

Bank's liability and Client's sole remedy for any cause not otherwise excluded herein and regardless of what form of action will be limited to actual direct damages sustained by Client, but in any event only to the extent that such damages resulted from Bank's gross negligence or willful misconduct, will not exceed $50,000. Any claim, action or proceeding by Client to enforce the terms of the 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. Client agrees to cooperate with Bank in any loss recovery efforts Bank undertakes to reduce any loss or liability that arises in connection with the Services. Client acknowledges that Service fees have been established in contemplation of: (A) these limitations on Bank's liability, (B) Client's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; and (C) Client's agreement to assist Bank in any loss recovery effort.

Bank agrees to use ordinary care in rendering Services under the Agreement. Client recognizes and agrees that ordinary care does not mean error free and agrees that Bank will be deemed to have exercised ordinary care if Bank's action or failure to act has been in conformity with this Agreement. Client agrees to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums Client owes to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of the Agreement and applicable law, rule or regulation applicable to Client's account(s) or the Services rendered by Bank under the Agreement. Client also agrees 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 Client, or on Client's behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to Client for attorneys' fees incurred by Client in any action brought by Client against Bank.

Subject to the foregoing limitations, Bank's liability for loss of interest, if any, resulting from Bank's error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest resulting from or arising out of any claim of any person that Bank is responsible for any of Client's or any third party's acts or omissions, may be made by crediting any of Client's accounts.

Client agrees to indemnify and hold Bank, its affiliates, licensors, processors, third-party contractors and vendors, and their respective directors, officers, shareholders, employees and agents, harmless from and against any and all claims, loss or damage of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of: (i) the wrongful acts or omissions of Client, or any person acting on Client's behalf in connection with Client's use of the Services, including without limitation (A) the breach by Client of any provision, representation or warranty of the Agreement, (B) the negligence or misconduct (whether by act or omission) of Client or its clients or any third party on behalf of Client, (C) any misuse of the Services by Client, or any third party within the control, or on behalf, of Client, (D) the failure by Client to comply with applicable state and federal laws and regulations, or (E) any fine, penalty or sanction imposed on Bank by any clearing house, or any governmental entity, arising out of or connected with the Services; (ii) any act or omission of Bank that is in accordance with the Agreement or instructions from Client; (iii) actions by third parties, such as the introduction of malware or a virus that delay, alter or corrupt the transmission of an image or communication to Bank; (iv) any loss or corruption of data in transit from Client to Bank; (v) any claim by any third party claiming that such third party incurred loss due to the Service; or (vi) any claims, loss or damage resulting from Client's breach of, or failure to perform in accordance with, the terms of the Agreement. This indemnity will survive the termination of the Agreement. Client agrees that it will not assert any claims against Bank based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any Communication Link, Software or Client's possession or use thereof or any technical computer service including, but not limited to, Software installation or de-installation performed by Bank.

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

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

18. Cutoff Hours. A number of Bank's Services are subject to processing cutoff hours. The cutoff hours applicable to each Service are reflected in the Supporting Documents. Communications received after the cutoff hour or on a non-business day may, in Bank's discretion, be deemed received as of the next business day. Alternatively, some Services may require Client to resubmit a Communication when it is received after the cutoff hour or on a non-business day.

19. Reconciliation. Client will inspect all information made available by Bank in connection with the Services. Client agrees to promptly, by telephone and in writing, notify Bank of any errors in such information or any discrepancies between its records and the information, statements or confirmations of transactions made available by Bank, including but not limited to any erroneous or unauthorized transactions. To the extent not expressly prohibited by applicable law, if Client fails to promptly notify Bank of any such error or discrepancy, in any case no more than 30 days from the earlier of the mailing date of the information or the date on which such information is made available to Client, then Client agrees that Bank will not be liable for any losses resulting from Client's failure to give such notice or any resulting loss of interest relating to any transactions. Without limiting the foregoing: (i) if Client fails to notify Bank of any such error or discrepancy within one year of the date on which such information is made available to Client, then Client shall be precluded from asserting such error or discrepancy against Bank; and (ii) Bank reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said one year period.

20. Provisional Credit. Client acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. Client agrees that when Bank gives Client credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Bank receives final settlement for the payment order. Bank may delay availability of provisional funds at its discretion. If Bank does not receive final settlement, Client must return the funds previously credited to Client's account to Bank, and the person who sent the payment order will not be treated as having paid Client. Bank may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if Bank believes in its sole discretion that there may not be sufficient funds in Client's account to cover chargeback or return of such transaction.

21. Resolving Disputes or Controversies. Bank tries to resolve Client's problems or disputes as quickly as possible. In most cases, we can resolve a problem in a branch or by telephone. If Client or Bank requests, any dispute or controversy concerning the Service, the Agreement or Client's deposit account relationship with Bank, whether arising under contract, tort, or otherwise, will be decided by either arbitration or reference. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Any such proceeding will be held in Sonoma County. A dispute or controversy involving one deposit account relationship, or two or more deposit account relationships with at least one common owner, will be decided by arbitration under the Financial Services Arbitration Rules and Procedures of JAMS/ENDISPUTE. Any other dispute or controversy will be decided by reference pursuant to California Code of Civil Procedure Section 638 and related sections. Under such reference procedures, a referee - either an active attorney or a retired judge - is selected according to the procedures for selecting arbitrators as set forth in the Financial Services Arbitration Rules and Procedures of JAMS/ENDISPUTE and such referee is then appointed by the court in which the action regarding the matter or controversy is pending to decide the matter.

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

    Client authorizes the transfer of any information relating to Client to and between the branches, subsidiaries, representative offices, affiliates, contractors, vendors and agents of Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of products or Services to Client (including for data processing purposes), and further acknowledges that any such branch, subsidiary, representative office, affiliate, contractor, vendor or agent or shall be entitled to transfer any such information as allowed by any law, court, regulator or legal process.

23. Information; Audit and Inspection. Bank may from time to time request information from Client in order to evaluate a continuation of the Services to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Client agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Client authorizes Bank to investigate or reinvestigate at any time any information provided by Client in connection with this Agreement or the Services and to request reports from credit bureaus and reporting agencies for such purpose.

Bank reserves the right, with prior notice to Client, to enter upon Client's premises from time to time during regular business hours to verify that Client's operations and procedures are in compliance with the terms of the Agreement.

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

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

24. Security Interest. Client grants Bank a security interest in Client's accounts to secure the repayment of any obligation that Client incurs under the Agreement. The security interest provided under the Agreement is in addition to any other security interest Bank may have in Client's accounts or other assets. This security interest will survive termination of Agreement.

25. Reserve Account. Client agrees that it will, if requested by Bank at any time, establish one or more reserve accounts to be maintained with Bank in type (including time deposits) and amount satisfactory to Bank, to serve as collateral for and to secure Client's obligations to Bank under the Agreement. Bank may restrict or prohibit Client's access to any reserve account(s) and the funds on deposit in them, and may hold such accounts following termination of the Agreement for a period of time sufficient to protect Bank against loss. Bank may increase or decrease the required reserve account amount from time to time, upon notice to Client and Client agrees to provide immediately available funds to cover a reserve amount requested by Bank. In addition, Bank may transfer funds from another account of Client's, or use funds payable to Client or owed by Bank to Client under the Agreement or due to a Service, and credit such funds to a reserve account if a deficiency exists between the available funds in Client's reserve account(s) and the amounts specified by Bank as the required reserve amount.

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

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

(2) Bank may terminate, suspend or restrict some or all of Client's access to the Services under the Agreement, with or without cause, at any time immediately upon notice to Client.

Any termination will not affect any obligations arising prior to termination. Upon termination, Bank may terminate Client's access to the Services, and Client will terminate its access to and use of the Services, except to the extent necessary to process transactions that were in process prior to the termination date. Within 30 days after termination of the Agreement, Client will, at its expense, promptly uninstall and remove all software provided for the Services from its computers and return to Bank any Software, hardware and equipment provided by Bank for the Services, including the Supporting Documents, procedures, documentation and any materials relating to the Services in its possession or under its control, destroy all copies of the Supporting Documents and materials relating to the Supporting Documents that cannot be returned, and upon request from Bank certify in writing to Bank that all such copies have been returned or destroyed. Client will be responsible and liable to Bank for the replacement cost of all lost, stolen or damaged equipment that was provided by Bank to Client in connection with the Services. Upon termination of the Agreement, all Services and any Licenses shall automatically terminate. Bank's election to terminate the Agreement and/or any applicable Service is in addition to any and all other remedies that may be available to Bank and will not affect any obligations Client may have to Bank. Any reinstatement of a Service will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

27. Client Records; Not Backup Service. The Agreement and the Services are not intended to relieve Client 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. The Services do not include, and Bank does not act as, a backup, data recovery or disaster contingency service. Client acknowledges that it is Client's sole responsibility to make and retain backups of all Client's data, including before any transmission or upload to the Services. Bank's sole responsibility for any reporting errors caused by Bank will be to reprocess the information for the period in question and to provide corrected reports at Bank's expense. Except as otherwise stated in the Agreement, Client agrees to retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, file, entry, transmission, transaction request or order until at least three years following receipt by Bank of the deposit, file, entry, transmission, transaction request or other order affecting an account.

28. Not Substitute for Legal, Tax, or Financial Advice or Planning. Client acknowledges that the Services, Bank, its employees and service providers are not intended to provide legal, tax or financial advice or planning. The Services are merely a tool for use to assist Client's independent decision-making and have not been designed in contemplation of Client's specific business needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Services, Client represents that it will have obtained appropriate and independent legal and tax advice regarding the same.

29. Business Days. For the purpose of the Agreement, Bank's business days are Monday through Friday, excluding Saturdays, Sundays, bank holidays, and any other day that Bank chooses to be closed.

30. Assignment. Bank may assign its rights and delegate its duties under the Agreement to an affiliate or to a third party. Client may not assign any right or delegate any obligation under the Agreement without Bank's prior written consent.

31. Relationship of Parties. Nothing in the Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any right or power under the Agreement to create any obligation, expressed or implied, on behalf of the other party.

32. Third Parties.

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

Client's Use of Third Parties. Notwithstanding the limitations described above pertaining to third parties, if Client authorizes a third party to access the Services on Client's behalf, Client will be solely responsible and liable for all actions and inactions of said third party. Client expressly assumes the risks associated with providing Service access rights to its agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. Bank will not be responsible, nor have any liability whatsoever for any services Client receives from Client's agents or third-party vendors. Bank reserves the right to require Client to agree to additional terms and conditions as a condition precedent to Client's use of any agent or third-party vendor in connection with Client's access to the Services.

Client's Use on Behalf of a Third Party. Client will not use the Services or any accounts to process for third parties or any other person unless Bank provides advance written approval which may require Client to enter into additional terms and conditions. If any such approval is given, except as may otherwise be specified in writing by Bank in such approval, Client represents and warrants that: (a) Client is duly authorized by each third party to act on that party's behalf for all purposes necessary under this Agreement, and the third party is bound by and responsible for all acts or omissions taken by Client; (b) Client has obtained from the third party agreement to terms and conditions substantially similar to those contained in this Agreement; (c) the security interest given in accounts is legal, valid and binding on the third party (to the extent of any property rights the third party may have in the accounts or funds in them); (d) the third party will cooperate with Bank in all ways reasonably requested by Bank, including the execution and delivery of such contracts and agreements between Bank and the third party as Bank may reasonably request; and (e) Client and the third party are in compliance with all applicable Laws and Rules as may apply to Client's processing for the third party. Client will from time to time provide Bank evidence reasonably satisfactory to Bank of the accuracy of each of the foregoing if requested by Bank.

33. Criteria; Financial and Other Information. Bank, in its sole discretion, may, and Client hereby authorizes Bank to, perform credit reviews of Client in accordance with Bank's credit criteria. Client shall, upon Bank's request, provide Bank with any credit-related information and assistance as Bank may require to perform any such review. Client agrees to provide Bank with financial statements or other information regarding Client's financial condition upon Bank's request. Client agrees to provide Bank with at least 30 days advance notice of: (i) any material (20% or more) change in Client's ownership; (ii) any material change in the type, scope or nature of Client's business; or (iii) any anticipated (20% or more) increase in the amount or volume of Client's payment order activity over the preceding calendar quarter, as applicable.

34. Geographic Restrictions. Some or all of the Services may not be accessible outside the United States.

35. Waiver. No party's failure or delay in exercising any right or remedy under the Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of the Agreement will operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

36. Electronic Signatures, Contracts and Records. When any payment order or other Service generates items or transactions to be charged to an account of Client, Client agrees that Bank may charge the affected account without requiring Client's signature and without prior notice to Client. Any transactions resulting from Client's instructions which Bank receives in Client's name and under Client's credentials shall be deemed to have been "a writing" and authenticated by Client "in writing" for purposes of any law in which a writing or written signature is needed or required.

Client agrees that Bank may use electronic communications to enter into agreements and contracts between Bank and Client and otherwise to establish terms and conditions for products and services Client receives from or through Bank. Client's consent to or acceptance of the electronic communication or agreement may occur by Client's clicking "agreed" or similar terms, or by Client's subsequent use of a product or service, or otherwise as may be specified in the communication or agreement or as provided by law (subject to any limitations set forth in the communication or agreement). Client's signature and agreement may be obtained by Bank electronically and includes mouse clicks, key strokes, Client's use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication or agreement.

All records Bank maintains of agreements or transactions under Client's name or credentials shall be deemed to have been "signed" by Client and will further constitute an "original" when printed from electronic or paper records established and maintained by Bank or Bank's authorized agent in the normal course of business. The foregoing includes, but is not limited to, instances where Bank or Bank's authorized agent has scanned an original paper copy of a contract or record and maintained the document in electronic form, in the normal course of business. Client agrees not to contest the authorization for, or validity or enforceability of, Bank's electronic images, records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Client and Bank further agree that delivery of a signature page to this Agreement by email transmission of a scanned image, facsimile, or other electronic means, shall be effective as delivery of an originally executed signature page. Upon Bank's written request, Client agrees to manually sign or place Client's signature on any paper original of any record, contract or "signed" document which Bank provides to Client containing Client's purported signature.

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

38. Final Agreement; Amendments. The Agreement constitutes the final and complete agreement between Bank and Client with respect to the Services, and supersedes all other oral or written agreements, understandings, and representations pertaining to the subject matter hereto. Bank may amend, add, delete or change the terms of the Agreement, including but not limited to the applicable fees. Bank may make such amendments, additions, changes or deletions, at any time and at Bank's sole discretion. If Bank deems it reasonably practicable to do so and if the change adversely affects Client's usage of the Service, Bank may notify Client of the change in advance. Otherwise, Bank will notify Client of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Client's continued use of the Services will evidence Client's consent to any amendments, including additions, changes or deletions.

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

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

41. Successors and Assigns. The Agreement is binding upon and shall inure to the benefit of Bank and Client and their respective successors and assigns. However, in all cases the applicability of the Agreement to any of Client's successors and assigns must be approved in an advance writing by Bank.

42. Insurance. If requested by Bank, Client agrees to obtain and maintain comprehensive general liability, fidelity and error and omission insurance coverage, or such other coverage as directed by Bank, in an amount reasonably satisfactory to Bank, to cover (at a minimum) losses due to action or inaction by Client, its employees and agents, or any person given access to the Services by Client (including unauthorized access by the same), and to name Bank as an additional insured on such policy. Client will provide evidence reasonably satisfactory to Bank of the existence of such insurance promptly upon request by Bank.

43. Applicable Law; Severability. The Agreement shall be construed and interpreted in accordance with federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of California, without regard to its conflict of law provisions. Even if a provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of the Agreement will not be affected or impaired by such holding.

44. Business Digital Banking Service. The Business Digital Banking Service is an Internet based service that enables Client to access its accounts and to facilitate certain electronic services online, as identified in and subject to this Agreement. Bank reserves the right, without prior written notice to Client, to place, from time to time, limits on Client's right to use the Business Digital Banking Service. An "account" shall mean any deposit or loan account Client maintains with Bank and can include all accounts and products Client uses with Bank. Client's "Account" shall mean the account(s) accessible through the Services.

    Subject to Bank's prior approval and system limitations, Client's Business Digital Banking Service may include the following:

    (a) View balances, Account history and check images on Client's linked Accounts;

    (b) Access Account periodic statements electronically;

    (c) Transfer funds between linked Accounts, excluding certificates of deposit ("Book Transfers");

    (d) Make advances from and initiate loan payments to eligible linked loan Accounts (collectively, "Loan Transfers");

    (e) Request check stop payments;

(f) Within the bill payment feature Client can send an instruction to pay-a-person ("Bill Payment Service") and receive electronic bill payments from third parties ("eBills");

(g) Update Client's address for our records;

(h) Set up account alerts;

(i) Access Business Digital Banking Services using Client's wireless access device ("Mobile Banking Service"), including mobile check deposits ("Mobile Deposit");

(j) Facilitate eligible Service commands via SMS text messaging; and

(k) Access Check Reorder ("Harland Clarke") and Elan Financial Services ("Elan") features provided through separate platforms.

Additional Business Digital Banking Services may be added to or removed by the Bank from time to time. Bank may allow loans and lines of credit to be linked, in which case, Client agrees that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. Bank may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. Some Business Digital Banking Services may not be available without special application to and approval by Bank, may be limited to specific types of accounts, and may require Client to agree to additional terms and conditions. In the event Client has accepted the terms and conditions of the Exchange Bank Master Treasury Management Services Agreement and Business Digital Banking Service Description (collectively, "Treasury Agreement"), the Treasury Agreement shall control over this Agreement.

45. Account Designation. Client may need to designate certain accounts for specific purposes in connection with some of the Business Digital Banking Services. If Client links more than one checking account to certain transactional services, Client will need to specify the account from which transfers should be made. Bank is not obligated to establish access to any or all of Client's accounts, and not all Business Digital Banking Services are available with all accounts.

46. Administrator and User(s). If prompted by the Business Digital Banking Service, Client will appoint an individual to act as an administrator (for the purpose of this Agreement, referred to herein as "Administrator") with the authority to determine who will be authorized to use the Business Digital Banking Services on Client's behalf. The Administrator will be able to designate additional users ("Users") and remove existing Users. The Administrator will also determine what Business Digital Banking Services will be available to particular Users, and any limitations on the use of the Services by individual Users. Bank will not control or oversee the Administrator function. Client agrees to all action taken by the Administrator or any User designated or authorized by the Administrator, and all such persons are Client's agents for purposes of use of Business Digital Banking Services, each authorized to act individually or in concert. The fact that Bank is, or may be made aware of, or could have discovered, any limitation on access to the Business Digital Banking Service does not make Bank obligated to enforce or attempt to enforce any limitation. Client understands that the Administrator and each User may utilize Business Digital Banking Services (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an Account. For example, the Administrator and each User will be able to utilize the Business Digital Banking Services regardless of whether they are also authorized signers on the Client's signature card.

47. Security Devices. Bank may offer to Client or require Client to use additional authentication tools or methods from time to time. If Client chooses not to implement supplemental authentication tools, Client's access to some or all Business Digital Banking Services may be limited. The term "Security Devices" will include any supplemental authentication tools that are made available by Bank and used by Client. Client has the responsibility of ensuring that Client has the current security patches

installed and configured, Client maintains up-to-date virus detection program(s), and that Client regularly scans for the existence of malware and spyware and takes appropriate action if found. Client expressly acknowledges that encryption of data transmissions does not guarantee privacy. Data transferred via the Service is encrypted in an effort to provide transmission security. Notwithstanding Bank's efforts to insure that the Services are secure, Client acknowledges that the Internet is inherently insecure. Bank cannot and does not warrant that all data transfers utilizing the Services will not be monitored or read by others.

48. Computer Equipment and Software to Access the Business Digital Banking Services. To use the Business Digital Banking Services, Client must have a sufficiently powerful computer hardware and appropriate software as described in the Supporting Documents. Some Business Digital Banking Services may require Client to download software; in some cases, Bank may place software on Client's computer as part of Bank's security and/or user verification tools.

49. Access to Account Data. Subject to system limitations, Client can obtain balance and other Account information through the Business Digital Banking Services. Since certain information and transactions may not be processed by Bank until after the close of Bank's business day, some transactions may not be reflected in the Digital Banking Service ("System") until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in the System. If Client is unable to access the System for any reason, Client may contact Customer Care Center for account information.

50. Electronic Statements. If Client elects to receive electronic statements, Bank may discontinue sending paper statements and make periodic statements available to Client in electronic form only. This includes, but is not limited to, ongoing terms currently provided on the back of Client's paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. Each electronic statement will be available for Client's viewing, downloading or printing for a period of time, subject to system limitations. Client agrees to review Client's electronic statements in a timely manner, just as Client would paper statements, and to promptly notify Bank of any errors, unauthorized activity or other problems, as provided in Bank's agreement with Client. Client will be deemed to receive electronic statements when they are made available to Client. Any time periods within which Client must notify Bank of any problems or errors reflected on Client's statement(s) will begin on the date Bank makes the electronic statement available to Client, regardless of when it is actually viewed by Client. Bank reserves the right to determine from time to time which accounts are eligible for electronic statements. A valid email address may be required to be maintained by Client with Bank. If Client fails to maintain a valid email address with Bank, Client acknowledges and agrees that any electronic statement shall nevertheless be deemed to have been provided to Client if emailed to the email address Bank has on file for Client. Bank reserves the right, in its sole discretion, to discontinue providing statements in electronic form. If Client receives images of checks or receives cancelled checks with Client's paper statements, Client understands that paper copies of these items will not be available once Client elects to receive electronic statements. Electronic images of these items will be available for a limited time, subject to system limitations. If Client cannot access, print or view an electronic statement, Client agrees to contact Bank immediately at 707.524.3000 or 800.995.4066 to make alternate arrangements. Client agrees to periodically logon and check on the delivery of new electronic statements.

51. Account Transfer Limitations. All transfers to and from an Account will be subject to the terms and conditions applicable to the Account as set forth in the deposit agreement governing the Account, including but not limited to transfer limitations. For example, federal regulations limit certain types of transactions/transfers from a money market or savings account. If Client exceeds these limits, Bank may impose a fee, close or convert Client's Account, limit Client's use of the Business Digital Banking

Services, or any combination of the foregoing. In addition, there may be other transfer limits addressed in the Supporting Documents.

52. Account Information Services. The Services include the ability to obtain Account information, subject to system limitations. Balances and transaction information reflected in the Service may not reflect all transactions against an Account on the day the transaction occurs. Some transactions may not be reflected by the system until the following business day. Services performed during nightly processing may not succeed when applied to Client's actual balance at the end of the nightly processing. Posted transactions may be reversed due to insufficient funds, stop payment orders, legal process, or other reasons. Certain balances may not be subject to immediate withdrawal, may include deposits still subject to verification or other items in the process of being posted to the account, and may not include outstanding checks, debits or credits. Client understands and agrees that Account information may not reflect transfers made by multiple users from the same Account if different login credentials are used for the same Account. Client agrees to communicate to other persons with authorized access to Client's Accounts concerning any transfers from Client's Accounts, in order to avoid overdrafts. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in Client's access to online information. If Client is unable to access the Services for any reason, Client may contact the Bank's Customer Care Center directly at 707.524.3000 or 800.995.4066.

53. Book Transfers Generally. Client may only transfer funds within the United States. Client must not use the Service to transfer funds to or from an account that Client does not own. Transactions posted to Client's account as of a certain business day may not be reflected in account balances reported by the Service until the following business day. Information on transfers to or from Client's accounts will be reflected on Client's periodic statements, will be available to Client online, and can be obtained by calling our Customer Care Center at 707.524.3000 or 800.995.4066. Bank does not provide any other notice of the receipt, transmittal or debiting of funds transfers.

Scheduling Fund Transfers. Client may instruct Bank to initiate single or recurring fund transfers on any business day (the "Transfer Process Date"), subject to system limitations. If the Transfer Process Date for an automatic transfer falls on a weekend or holiday, the transfer may be sent the business day before or after the Transfer Process Day, at the Bank's discretion. To initiate a transfer, Client must specify the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

Erroneous Transfer Instructions. Client assumes sole responsibility for accurately describing transfer amounts, dates, accounts, financial institutions, and addresses. Bank is not responsible for confirming such information, or for identifying or refusing to process duplicate transfer instructions. If Client gives Bank a transfer instruction that is incorrect in any way, Client agrees that Bank may charge Client's account for the transfer whether or not the error could have been detected by Bank. Bank is not obligated to detect or correct errors in Client's transfer instructions.

Rejecting Transfer Instructions. Bank may reject transfer instructions with or without cause or prior notice. Bank may reject a transfer instruction, for example, if Client does not have sufficient available funds to cover the transfer or the transfer instruction is unclear, ambiguous or incomplete. If Bank rejects a transfer, Client may need to re-enter the information if Client wishes to make the transfer at a later date.

Changing or Cancelling Transfer Instructions. For same-day Book Transfer requests, once submitted, the transfers cannot be cancelled through the Digital Banking sService. For future dated Book Transfers the transfers can be cancelled through the Digital Banking Service subject to the applicable cutoff hour on the business day of the Transfer Process Date.

54. Loan Transfers.

Eligible Loan Transfer Accounts. Client agrees that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized pursuant to this Agreement. Bank may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements.

One-Time Advance/Payment. Client can use the Loan Transfer feature to make non-recurring "on-us" loan Account advances ("Loan Advance(s)") and payments ("Loan Payment(s)"). The Loan Transfer will be processed on the Loan Transfer processing date ("Loan Transfer Processing Date"); provided that the Loan Transfer Processing Date selected by Client is a business day and Client submits the one time Loan Transfer instruction prior to the Loan Transfer cutoff hour for that date. If Client selects a Loan Transfer Processing Date that is not a business day or submits a Loan Transfer instruction after the Loan Transfer cutoff hour for that date, then the Loan Transfer Processing Date may be the next business day. Loan Advances will only occur to the extent there are sufficient available funds on the eligible loan Account, as determined by the terms and conditions of the applicable loan documents and agreements, including, but not limited to, the promissory note, governing the loan Account.

Loan Payments. Client may have the option to designate the Loan Payment as a regular installment or an interest/principal only payment. If funds transferred will be applied as a reduction in principal only, funds will be applied as unscheduled reductions of principal and as such will not satisfy the installment obligations under the payment schedule for the loan Account or pay accrued interest. If funds transferred will be applied as a regular installment payment, Client is responsible for ensuring that Client initiates a Loan Payment instruction in time for the payment to be received by Bank before Client due date. Bank is not responsible for any damages, costs or fees Client may suffer if Client does not allow sufficient time between the Loan Transfer Processing Date and the due date.

Noncompliance with Borrowing Base. This paragraph is applicable if the promissory note or other loan document for Client's loan Account provides that the loan Account is tied to a borrowing base of eligible receivables. At any time that Client is not in compliance with the borrowing-base requirement or other loan covenant, Bank may reverse any transfer that constitutes an advance on the loan Account.

Loan Transfer Changes and Cancellation. Client may change or cancel a Loan Transfer instruction via the Service as long as Client submits the change or cancellation request by the applicable cutoff hour, prior to the Loan Transfer Processing Date for the Loan Transfer instruction and Client follows the Loan Transfer instructions provided by the Loan Transfer feature for changes and cancellations.

Provisional Credit. Client agrees that any credit by Bank to Client for any Loan Transfer is provisional until Bank has received final settlement for such Loan Transfer. Bank may delay availability of provisional credit at Bank's discretion. If final settlement is not received, Bank is entitled to and Client agrees to pay a refund of the amount credited; Bank may charge Client's account for the amount due.

55. <u>Bill Payment Service</u>.

Bill Payment Account Designation; Payment Details. When using the Bill Payment Service, Client must designate the Account ("Bill Payment Account") from which the bill payments ("Bill Payments") are to be made. For each Bill Payment, Client will also be required to provide the detail prompted by the Bill Payment Service, including the payee's complete name, the payee's account number, the payee's remittance address (as exactly as shown on the billing statement or invoice), and the amount of the payment. Client will also be required to select the estimated delivery date, which is the date the payee is estimated to receive Client's payment ("Estimated Delivery Date").

Use of Vendors; Use of Information. Bank may use one or more bill payment vendors to provide the Bill Payment Service, and Client understands that various financial intermediaries and their servicers may be involved in processing any one of Client's Bill Payment instructions. These intermediaries may benefit from interest that accrues on Bill Payments between the time Client's Bill Payment Account is debited and the time the payee is paid. Any information Client provides may be used by Bank or any of these other parties to complete or otherwise deal with Client's transaction or comply with any laws, rules or regulations. If there is a dispute between Client and Bank, or either party and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any Bill Payment), Client authorizes Bank to obtain information regarding Client, Client's account and Client's 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 financial and other information regarding Client.

Setting-Up Payees. When Client signs onto the Bill Payment Service, Client must establish Client's list of payees. A payee is anyone, including Bank, that Client designates to receive a Bill Payment; provided that Bank accepts the payee for the Bill Payment Service. Bank reserves the right to reject any payee at any time, at its discretion. Bank is not responsible if a Bill Payment is not made to a payee because Client provided Bank with incomplete, incorrect or outdated information regarding the payee or Client attempted to make a payment to a payee that is not on Client's authorized list of payees. Payments to payees outside of the United States or its territories are prohibited through the Bill Payment Service.

Recurring Payments. Client can use the Bill Payment Service to make one-time or recurring Bill Payments. The Bill Payment Service allows Client to schedule recurring Bill Payment instructions that will cause a Bill Payment to be processed from the selected Bill Payment Account on Client's selected frequency on an ongoing basis. However, if the future Estimated Delivery Date is on a non-business day, then the new future Estimated Delivery Date may be the previous business day or the next business day.

Available Funds. For Bill Payments, Client will need to have sufficient available funds in Client's designated Bill Payment Account to cover the amount of the Bill Payment plus any fees. Depending on the method used to submit Client's Bill Payment, Client's Bill Payment Account may not be debited on the payment processing date. Regardless of whether Client's Account is debited on the payment processing date or at a later time, Client must continue to maintain sufficient available funds in Client's Bill Payment Account to cover the amount of the payment order until it is ultimately debited from Client's Bill Payment Account. Client can initiate Bill Payments up to the available funds in Client's Bill Payment Account, plus any linked credit or other overdraft facility (as applicable). If Client exceed these limits, then Bank may prevent (or reverse) Bill Payments in any order and in any amount that Bank choose, even if the result is to reduce Client's transactions to a level below the amounts needed to pay Client's bills.

Non-Recommended Payees. Bank does not recommend that Client use the Bill Payment Service to pay Client's federal, state or local taxes, courts or other governmental entities. Bank will not be liable for penalties, interest or other damages of any kind if Client tries to use the Bill Payment Service to remit or pay money for taxes, or to courts or governmental agencies.

Scheduling Bill Payment. Client must designate an Estimated Delivery Date so that it is scheduled sufficiently in advance of the due date of Client's bill ("Due Date") to allow the payee to receive it on the Due Date set by Client's payee and without taking into account any grace period that may be offered by Client's payee. Some companies Client pays through Bank's Bill Payment Service will receive a paper draft on Client's behalf, rather than receiving an electronic payment. These paper draft payments can take longer to process before the payee receives the payment. Bank is not responsible for any damages Client may suffer if Client does not allow sufficient time between the Estimated Delivery Date and the Due Date of Client's bill or obligation, without counting any grace period offered by the payee.

Payment Methods. Bank reserves the right to select the method in which to remit funds on Client's behalf to Client's payees. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off Bank's third party service provider's account), a virtual pre-paid card, or a demand draft payment (where a negotiable instrument is created and drawn off of Client's Bill Payment Account).

Payment Changes and Cancellation; *Stop Payments*. Client may change or cancel a payment that has been scheduled through the Bill Payment Service but has not begun processing as long as Client logs onto the Service prior to the applicable cutoff hour on the day the payment is scheduled to begin processing and Client follows the Bill Payment instructions provided by the Bill Payment Service for changes and cancellations. Client's ability to stop payment on a processed Bill Payment will depend on the payment method and, if by check, whether or not the check has cleared. The Bill Payment Service must have a reasonable opportunity to respond to any stop request. To stop payment on any Bill Payment that has already been processed, Client must call Bank. Fees and additional documentation may be required by Bank to process a stop payment request. Bank will have no liability to Client for Bank's refusal or failure to stop a Bill Payment that has already been processed.

Accurate Information on Payees. If the Bill Payment Service provides Client with a series of options regarding payee address or location, Client is responsible for correcting that information if such information does not agree with Client's records or with Client's particular bill. Bank and the others that handle Client's Bill Payment (including the payee's bank) are entitled to rely on information Client supplies, such as the payee's account number or the routing number of the payee's bank, even if the name Client gives to Bank and the number Client gives to Bank identify different persons.

Automated Clearing House Entries. Electronic payments that are made through the Automated Clearing House ("ACH") are subject to the rules of the ACH, and Client agrees to be bound by the Operating Rules of the ACH, 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, Client will not be deemed to have paid the payee the amount of the bill payment.

56. <u>Electronic Bill Presentment ("eBills")</u>. This feature within the Bill Payment Service allows Client to receive e-bills from participating creditors/billers ("eBiller(s)"). Billing statements will come through electronically making them available for viewing and paying through the Bill Payment Service. It will be Client's sole responsibility to contact Client's eBillers directly if Client does not receive Client's statements.

Information Provided to eBiller. This feature is unable to update or change Client's personal information such as, but not limited to, name, address, and phone numbers and email addresses, with the eBiller. Any changes will need to be made by contacting the eBiller directly. Additionally, it is Client's responsibility to maintain all usernames and passwords for all eBiller sites. Client also agrees not to use someone else's information to gain unauthorized access to another person's bill. The eBill feature may, at the request of the eBiller, provide to the eBiller Client's email address, service address, or other data specifically requested by the eBiller at the time of activating the electronic bill for that eBiller.

Activation. Upon activation of the eBill feature, Bank may notify the eBiller of Client's request to receive electronic billing information. The presentment of Client's first electronic bill may vary from eBiller to eBiller and may take up to sixty (60) days, depending on the billing cycle of each eBiller. Additionally, the ability to receive a paper copy of Client's statement(s) is at the sole discretion of the eBiller. While Client's eBill feature is being activated, it is Client's responsibility to keep Client's accounts current. Bank is not responsible or liable for each eBiller's decision to accept or deny Client's request to receive eBills.

Authorization to Obtain Bill Data. Client's activation of the eBill feature for each eBiller shall be deemed by Bank to be Client's authorization for Bank to obtain bill data from the eBiller on Client's behalf. For some eBillers, Client will be asked to provide Bank with Client's security access credentials (including Client's user name and password) for that eBiller. By providing Bank with such information, Client authorizes Bank to use the information to obtain Client's bill data.

Notification. To the extent Client is enrolled and the eBill feature is successfully activated for each eBiller, Bank will use its best efforts to present Client's eBills promptly. In addition to notification within the Service, Bank may send an email notification to Client. In the event Client does not receive notification, it is Client's responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from eBiller to eBiller. Client is responsible for ensuring timely payment of all bills.

Cancellation of Electronic Bill Notification. The electronic eBiller and/or Bank may cancel the presentment of eBills at any time. Client may cancel eBill presentment at any time. The timeframe for cancellation of Client's eBill presentment may vary from eBiller to eBiller. It may take up to sixty (60) days, depending on the billing cycle of each eBiller. The eBill feature will notify Client's eBiller (s) as to the change in status of Client's account and it is Client's sole responsibility to arrange for an alternative form of bill delivery. Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of eBill(s). Client agrees to hold Bank harmless should an eBiller fail to deliver Client's statement(s). Client is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the eBiller directly.

Accuracy and Dispute of Electronic Bill. Bank is not responsible for the accuracy of Client's eBills. Bank is only responsible for presenting the information Bank receives from the eBiller. Any discrepancies or disputes regarding the accuracy of Client's eBill summary or detail must be addressed by Client with the eBiller directly. This Agreement does not alter Client's liability or obligations that exist now and in the future between Client and Client's eBillers.

57. <u>Check Stop Payment Service</u>. Client may use the Business Digital Banking Services to stop payment on checks that Client has written against Client's Accounts. Client may stop payment on a check by providing Bank with timely, complete and accurate information prompted by the Service, which at minimum must include the check number. If any information is incomplete or incorrect, Bank will not be responsible for failing to stop payment on the item. Requests become effective when Bank has had a reasonable opportunity to confirm their receipt and have verified that the item has not been paid. Client is responsible for reviewing all information available to Client to determine whether a check has already been paid, including Client's account statements. Information available online may not include sufficient current and historical information to verify whether a check has been paid. Client's receipt of a Check Stop Payment confirmation via the Service, or acceptance of Client's request via the Service, does not conclusively represent whether or not the check has already been paid. Bank may accept a Check Stop Payment request from Client with respect to a check that has already been paid, and Bank will have no obligation to determine or notify Client that such check was previously paid. In any event, Bank must receive Client's Check Stop Payment request sufficiently in advance to provide Bank with a reasonable opportunity to process Client's request in sufficient time prior to presentment of the check. To confirm whether a stop payment has been placed on a check, Client agrees to communicate with Bank by telephone. System messages regarding Bank's receipt of Client's stop payment order, or other system communications may not be relied on by Client to confirm whether a stop payment order has been placed.

Client may not use this <u>check</u> stop payment service to stop payment on any electronic fund transfer (EFT) transaction, point-of-sale EFT transfer; any cashier's check, certified check or other official institution check that Client has purchased from Bank or any check which Bank has guaranteed. Client understands that its stop payment request is conditional and subject to Bank's verification that the check has not already been paid, or any Business Digital Banking Service has not already been performed, or that stopping payment may subject Bank to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

All Stop Payment orders, renewals and revocations of stop orders will be subject to Bank's current policy on stop payment orders. From time-to-time, the System may be inoperable. If that occurs, Client's request can be communicated to Bank by telephone. Telephone requests will expire unless confirmed in writing within 14 days. A check stop payment order is effective for six (6) months only and will expire automatically, at which time Client is responsible for any renewal desired by Client for another six (6) month term. There will be a fee assessed for each stop payment request processed.

58. Mobile Banking Service. Some Business Digital Banking Services may not be accessible while using Client's wireless access device ("Wireless Access Device"). Additional Mobile Banking Services may be added to or removed by Bank from time to time. Some Mobile Banking Services may not be available without special application to and approval by Bank, may be limited to specific types of accounts, and may require Client to agree to additional terms and conditions which may be presented online at the time the feature is activated.

Access and Use of Mobile Banking Service. Client's access to the Mobile Banking Service is subject to Bank's prior and ongoing approval. Bank may deny Client's access to all or any part of the Mobile Banking Service, at Bank's sole discretion. To utilize the Mobile Banking Service, Client must contact Bank and also be enrolled in Bank's Business Digital Banking Service. Once Client has enrolled for the Business Digital Banking Services, Client will need to download applicable software to their Wireless Access Device. Once Client is enrolled in the Mobile Banking Services, designated accounts linked to Client's Business Digital Banking will be accessible through Client's Wireless Access Device. Additionally, to access and utilize the Mobile Banking Service Client will need a compatible Wireless Access Device. To access the Mobile Banking Service and functions, Client's Wireless Access Device must be Internet enabled and connected to the Internet through Client's mobile communications service provider. In order to properly use the Mobile Banking Service, Client should review and follow the instructions made available by Bank. Client accepts responsibility for making sure that Client, and anyone acting on Client's behalf, knows how to properly use the Wireless Access Device. If Client obtains a different Wireless Access Device, Client will be required to download and install software, to that different Wireless Access Device, under the same terms set forth in this Agreement, as amended. Client agrees to delete all such software from Client's Wireless Access Device promptly if the licenses or this Agreement terminate for any reason. Bank reserves the right to change, add to, or terminate services with Bank's third-party software providers, to substitute different software providers, and to enter into or arrange for the provision of Mobile Banking Services by other licensors and third-parties.

Client agrees to exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by Bank or otherwise required for use of the Mobile Banking Service and shall further prevent the use of the Mobile Banking Service by unauthorized persons. Client assumes full responsibility for the consequences of any missing or unauthorized use of or access to the Mobile Banking Service or disclosure of any confidential information or instructions by Client, or anyone acting on Client's behalf.

Hardware and Software. Client is responsible for obtaining and maintaining the compatible Wireless Access Device required to use the Mobile Banking Service. To the extent Bank, in Bank's sole discretion, provides any hardware in conjunction with the Mobile Banking Service, the hardware will at all times remain the sole property of Bank. Upon termination of the Mobile Banking Service, Client must promptly return any hardware that Bank provided to Client.

To the extent the Mobile Banking Service involves the Bank having granted Client software license ("software") usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use the Mobile Banking Service in connection with Client's use in accordance with this Agreement. The Mobile Banking Services do not involve the sale of software. Nothing in this Agreement will entitle Client to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, Client agrees to immediately destroy all copies of any software which had been downloaded to Client's Wireless Access Device or otherwise in Client's possession and control as part of Client's access and use of the Mobile Banking Service. Client acknowledges that Client's license to use any software that may be required for the Mobile Banking Service is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by Client or otherwise provided to Client. By enrolling in portions of the Mobile Banking Service relating to those software systems and programs, and by downloading and installing Mobile Banking software, Client will be evidencing Client's acceptance of the terms and conditions of those licenses. Bank may also condition Client's use of the Mobile Banking Service upon Client affirming such licenses by the use of "I Accept" or similar dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

Mobile Banking Service Limitations. The availability, timeliness and proper functioning of the Mobile Banking Service depends on many factors, including Client's Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software, and Client's Wireless Access Device. Neither Bank nor any of Bank's service providers warrant that the Mobile Banking Service will operate without interruption, and neither Bank nor Bank's service providers shall be liable for any loss or damage caused by any unavailability of the Mobile Banking Services, including service interruptions, delays, or loss of personalized settings. Neither Bank nor any of Bank's service providers assume responsibility for the operation, security, functionality or availability of any Wireless Access Device or mobile network which Client utilizes to access the Mobile Banking Service.

THE MOBILE BANKING SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

Client agrees to exercise caution when utilizing the Mobile Banking Service on Client's Wireless Access Device and use good judgment and discretion when obtaining or transmitting information.

Relationship to Third Party Agreements. Client agrees that, when Client uses Mobile Banking Services, Client remains subject to the terms and conditions of Client's existing agreements with any unaffiliated service providers, including, but not limited to Client's mobile service provider. Client understands that those agreements may provide for fees, limitations and restrictions which might impact Client's use of the Mobile Banking Services (such as data usage or text messaging charges imposed on Client by Client's mobile service provider), and Client agrees to be solely responsible for all such fees, limitations and restrictions. Client also agrees that only Client's mobile service provider is responsible for its products and services. Accordingly, Client agrees to resolve any problems pertaining to Client's Wireless Access Device or mobile services with Client's provider directly.

Security of Data in Transition and Storage. Client expressly acknowledges that any wireless access to Client's accounts may not be secure and, as such, Client assumes the risk associated with unauthorized access to the Mobile Banking Service and any information contained therein, resulting from such wireless connectivity. Client assumes all risk that any information Client downloads or otherwise stores on Client's Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, Client acknowledges that Client's Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). Bank is not responsible for advising Client of the existence or potential effect of any malware. Client's use of Client's hardware and software is at Client's own risk.

Bank is not responsible for the security and confidentiality of information when Client: (i) uses wireless connections to download Client's account information, in which case Client acknowledges such connection may permit other persons to access the information being downloaded, or (ii) allows other persons access to Client's Wireless Access Device. Client agrees that any account information that Client downloads is done at Client's own risk, and Client is solely responsible for any damage that might occur to the electronic device to which Client downloads any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

CLIENT AGREES TO TERMINATE THE MOBILE BANKING SERVICE, OR DISABLE CLIENT'S REGISTERED WIRELESS ACCESS DEVICE FROM THE MOBILE BANKING SERVICE IMMEDIATELY IN THE EVENT CLIENT'S REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY CLIENT.

Mobile Deposit. The Mobile Deposit feature enables Client to use the Bank's Business Digital Banking Service together with Client's Wireless Access Device to create electronic images of the front and back of certain Original Checks and transmit those images and other information, including, without limitation, information captured from the check, to Bank for review and processing in accordance with this Agreement.

<u>Primary Account Designation</u>. Client may use the Mobile Deposit Services to facilitate a deposit to any deposit account Client has with Bank (other than those with deposit restrictions, such as certificate of deposits). The account to which Client designates a deposit shall be referred to as the "Mobile Deposit Account" for the purpose of this Agreement and the deposit transaction. Client authorizes Bank to debit the Mobile Deposit Account (or any other account maintained by Client at Bank) for any fees or other amounts due Bank in connection with the Mobile Deposit Services. If the Mobile Deposit Account is closed for any reason, Client's Mobile Deposit Services will be stopped along with any unprocessed transactions. To reinstate its Mobile Deposit Services, Client must designate a new Mobile Deposit Account.

<u>Client Rights</u>. Subject to the terms of this Agreement, Bank hereby grants Client a non-exclusive, non-transferable right to access and use the Mobile Deposit Service in connection with Client's own business operations in accordance with the Supporting Documents.

<u>Definitions</u>.

"Check" means an Original Check, as defined in Regulation CC.

"Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.

"Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Paying Bank without conversion to a Substitute Check.

"Imaged Item" means the digitized image of a Check that is created by Client and transmitted to Bank using the Mobile Deposit Service.

"Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or endorsed to Client, and includes Original Checks, Substitute Checks and Image Exchange Items.

"Non-cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Paying Bank.

"Non-qualifying Item" means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, Items payable to

joint payees (unless payable to the payees alternatively and deposited into an account in the name of all payees), demand drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months or more or post dated, savings bonds, Items payable to "cash," Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds Client's transaction limitations as established by Bank from time to time.

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

"Paying Bank" means the United States financial institution ordered in an Item to make payment to the payee(s) named on the Item.

"Software" means any software which may be offered or required by Bank for use in receiving, validating and packaging images and data from a bulk file to be forwarded to Bank for additional processing.

"Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

"UCC" means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of this Agreement.

"United States Financial Institution" means (i) any person or entity, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

Mobile Deposit Service**.** Client will enter all amounts and any other required information correctly and as provided in the Supporting Documents. The electronic images of Checks will be transmitted by Client to Bank, or Bank's authorized processor, over the Internet through a secure web-based interface. Client's Mobile Deposit Account will be provisionally credited upon Bank's acceptance of the Imaged Items for deposit which are received by Bank from Client through the Mobile Deposit Service. Client will maintain the Mobile Deposit Account for Client to receive credit and provide other specific information required by Bank related to the Mobile Deposit Service. As set forth in this Agreement, all deposits received by Bank are accepted subject to Bank's verification and final inspection and may be rejected by Bank in Bank's sole discretion. All deposits are subject to the terms of the deposit account agreement governing Client's accounts.

Client Responsibilities. In connection with the Mobile Deposit Services, Client shall comply with the following:

a. Client shall maintain the Mobile Deposit Account at Bank for the receipt of deposits of Items.

b. Client will enter all amounts and any other required information correctly.

c. Client will only submit Checks for processing to Bank that meet the definition of "Item" as provided in this Agreement and will ensure that the Items scanned meet the standards for image quality established by the American National Standard Institute (ANSI) required by Regulation CC, or other standards established or required by Bank or applicable law, as amended from time to time. Client will not process any Non-qualifying Items. Bank's processing of any Non-qualifying Items shall not constitute a waiver by Bank or obligate it to process such Non-qualifying Items in the future. Bank may discontinue processing of Non-qualifying Items at any time, without cause or prior notice.

d. Unless prior approval by Bank in writing, Client will not attempt to scan and transmit to Bank any Item which is drawn on a deposit account of Client at Bank or any other financial institution, or a deposit account of any business entity of which Client is a principal, officer or authorized signer. Client will only use the Mobile Deposit Service for its own purposes and in accordance with this Agreement.

e. Client will not attempt to scan and transmit to Bank any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with the Bank. Notwithstanding the foregoing, Bank may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the deposit account agreement governing Client's accounts.

f. Client will (i) ensure that, prior to scanning, Items are signed on behalf of Client and restrictively indorsed by either: (A) marking the check box for mobile/remote deposit and write Exchange Bank; or (B) write "FOR MOBILE DEPOSIT AT EXCHANGE BANK ONLY," (ii) handle, process, maintain and destroy Original Checks as set forth in this this Agreement and the Supporting Documents, and (iii) ensure that no financial institution (depositary, collecting or payor), drawee, drawer or indorser receives presentment or return of, or otherwise is charged for an Item more than once in any form (no second presentment);

g. Client will: (i) maintain a daily control record of all Checks, including transaction counts and dollar amounts; and (ii) balance transactions transmitted from the previous business day and immediately notify Bank of any error or discrepancy discovered.

h. Unless Bank specifically agrees otherwise in writing, Client will not use the Service to deposit any Check or Checks that exceed the transaction limits established by Bank from time to time. Bank may communicate the transaction limits, including changes to the same, by written or electronic notice to Client.

i. Client will be responsible for verifying Bank's receipt of Client's transmission(s) by verifying that deposits have been posted to the Mobile Deposit Account, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank.

j. Client will maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform its obligations under this Agreement.

k. Client agrees to immediately stamp or otherwise mark Original Checks "Processed," or similar language, once the Check has been scanned and transmitted. The purpose of check stamp or mark is to indicate that the Item has been electronically presented and is thereafter void for re-presentment. Client agrees that Client will not present a previously processed Item to Bank or any other institution for payment.

<u>Software</u>. At any time during the term of this Agreement, Bank may require in its sole discretion the use of Software in connection with the Mobile Deposit Services. Bank may require Client to upgrade the Software which client agrees to do within 30 days of notice, or sooner if directed by Bank. Client will implement and use the Software, as set forth in the Supporting Documents and any applicable materials relating to the Supporting Documents to transmit output files to Bank. Client acknowledges that (i) its license to any Software that may be required for the Mobile Deposit Service is directly from the Software provider, pursuant to the license agreement that appears when any such Software is electronically accessed by Client or otherwise provided to Client, (ii) Bank may but is not obligated to provide certain "first level" support to Client with respect to the Software, but that Bank will have no responsibility, for maintenance, support, infringement protection, or otherwise, to Client with respect to the Software, and (iii) Client will

look strictly to the Software provider, or its successors, with respect to any issues concerning the Software that cannot be satisfactorily resolved with Bank's assistance.

Client will use the Software solely for the purpose of transmitting output files to Bank consistent with this Agreement and not for communications with any other party. Client will not allow access to the Software or the use of the Mobile Deposit Service by any person other than Client, and will only process Items arising from a transaction or obligation between Client and its direct payor. Without limiting the foregoing, Client agrees to implement and maintain separation of duties and dual control procedures at Client's location(s) to ensure compliance with the limitation on access commitments provided under this Agreement.

To ensure Client's retention obligations under this Agreement, Client agrees to implement and maintain business continuity procedures, including but not limited to those needed to ensure proper backup of data and periodic testing of the same.

Retention and Destruction of Original Check. Client will retain each Original Check in accordance with the Supporting Documents. If not directed otherwise by the Bank, Client will store Original Checks in a safe and secure environment for 14 days after such Item has been digitized and processed. Client shall take appropriate security measures to ensure that: (i) only authorized personnel shall have access to Original Checks, and (ii) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties. Client will promptly (but in any event within 3 business days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check, with the copy indicating that it is a copy on its face) to Bank as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as Bank otherwise deems necessary. If Client fails to produce the Original Check upon Bank's request, Client agrees that Bank may deduct the amount of the Original Check from any of Client's accounts. Client will use a commercially reasonable method which is consistent with any requirements of Regulation CC and approved by Bank to securely and permanently destroy Original Checks after Client's retention period has expired. Client agrees to mark Original Checks "VOID" just before destroying as provided in this Section.

Processing Times. Notwithstanding any provisional credit that may be applied to the Mobile Deposit Account in connection with Client's transmitted Imaged Items, Imaged Items processed for deposit through the Mobile Deposit Service will be deemed to have been received by Bank for deposit at the time the Imaged Items are actually received and accepted at the location where Bank or its designated agent posts the credit to the Mobile Deposit Account. A deposit of Imaged Items will be deemed to have been received and accepted by Bank for deposit when all of the following have occurred: (i) Bank has preliminarily verified that the image quality of the Imaged Items is acceptable to Bank in its discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) Bank has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by Bank for deposit may be rejected by Bank in Bank's sole discretion.

Items will be processed and ready for presentment by Bank after Bank receives all good digitized images and associated data for any given transmission from Client. Client agrees to view the images of each scanned Item that is sent to Bank. If Item information received by Bank is not complete or cannot be processed by Bank for any reason, Bank may reject the Imaged Item, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to Client's Mobile Deposit Account. Client will be responsible for verifying Bank's receipt of Client's transmissions by verifying that deposits have been posted to Client's Mobile Deposit Account. Bank will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.

If an Imaged Item is not accepted for deposit, Client may then submit the Original Check to Bank for processing or contact the maker to reissue the Check. If Client submits the Original Check for processing, Bank reserves the right to refuse to process the Check for deposit and presentment to the Paying Bank and may instead require Client to have the maker reissue the Check.

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

Returned Items. Client understands and agrees that an Item that is not paid by a Paying Bank, or is otherwise returned for any reason, will in Bank's discretion be: (i) re-presented to the Paying Bank; or (ii) returned to Client and Client's Mobile Deposit Account charged for the amount of the Item plus any associated fees as disclosed in Bank's applicable fee schedule, which may be changed from time to time in Bank's discretion. Client agrees that Items may be returned as Image Exchange Items, rather than Substitute Checks. Bank's right to charge the Mobile Deposit Account of Client will apply without regard to whether the Item is timely returned to Bank or whether there is any other claim or defense that the Item has been improperly returned to Bank.

Bank Rights and Responsibilities. For all Imaged Items processed by Client pursuant to this Agreement, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. Bank may in its sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the Supporting Documents and as otherwise established by the Bank from time to time.

Unless otherwise agreed by Client and Bank, Bank will process any returned Items in accordance with applicable law and the Agreement. Subject to the terms of this Agreement, availability of credit from Items processed under this Agreement will be subject to the availability schedule of Bank, which may be amended from time to time. Bank may at its sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. Bank may from time to time establish transaction limitations and assign them to Client. 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 Item for presentment if such transmittal would result in Bank's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if Bank's otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In the event of any failure or delay, Client acknowledges that it may instead deposit directly with Bank any Original Items for processing and presentment, provided such Original Items have not been previously imaged and processed in connection with the Mobile Deposit Services.

In addition to any other rights Bank may have with regards to the accounts of Client, Bank may hold and use funds in any Client account following termination of this Agreement for such time as Bank reasonably determines that any Item processed by Bank prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which Bank may be responsible. Without limitation, Client recognizes that under the UCC, Regulation CC, The Clearing House ECCHO Rules (as applicable), and the rules of any image exchange network, our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose Bank to claims for several years following processing of the Image Exchange Item or Substitute Check.

Client Representations and Warranties. Client makes the following representations and warranties with respect to each Item, including Non-qualifying Items, processed by Client pursuant to this Agreement:

a. The Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time Client converted the Original Check to an Imaged Item;

b. The Imaged Item contains all endorsements applied by parties that previously handled the Original Check in any form for forward collection or return;

c. Except as otherwise specifically disclosed in writing to Bank, Client is not now engaged, and will not during the term of this Agreement engage, in any business that would result in Client being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations;

d. All encoding, transfer, presentment and other warranties made under applicable law as Bank is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network;

e. There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and Client will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. Client agrees to indemnify and defend Bank against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check; and

f. Client will not engage in any activity directly or indirectly related to the use of the Mobile Deposit Service that is illegal or fraudulent.

Client's Indemnification Obligation. In addition to any indemnification obligations Client has under the Agreement, and except to the extent expressly prohibited by applicable law, Client agrees that Client will indemnify and hold Bank harmless against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) any fine, penalty or sanction imposed on Bank by, any clearing house, or any governmental entity, arising out of or connected with any Imaged Item processed by Bank for Client or at Client's instruction; (ii) actions by third parties, such as the introduction of a virus that delays, alters or corrupts the transmission of an Imaged Item to Bank; (iii) any loss or corruption of data in transit from Client to Bank; (iv) any claim by a third party resulting from Bank's breach of warranty regarding the paid status or image quality of a check Client has presented through the Service; or (v) any claim by any recipient of a Substitute Check corresponding to a Check processed by Client under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check.

Bank's Liability. In addition to any limitations in the Agreement, Bank will not be liable to Client for: (i) any refusal of a Paying Bank to pay an Image Exchange Item or Substitute Check for any reason (other than the gross negligence or willful misconduct of Bank), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; or (ii) Bank acting as a "reconverting bank" under the Check 21 Act through the creation of Substitute Checks or purported substitute checks using an electronic image or an illegible electronic image or an Image Exchange Item. Furthermore, Bank's liability for errors or omissions with respect to the data transmitted or printed by Bank in connection with this Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Image Exchange Item or Substitute Checks to the Payor Financial Institution.

59. Check Reorder Access.

Reordering Checks for Eligible Accounts. Client may reorder checks for Client's eligible Exchange Bank accounts ("Check Reorder") by using the link provided within our Business Digital Banking Service platform and then following the Harland Clarke provider instructions. Check Reorder is not available for first time check orders. For security purposes please contact us at 707.524.3000 or 800.995.4066 for first time check orders.

Account Terms Continue to Apply. The terms of the Deposit Account Agreement Personal ("Deposit Account Agreement") which apply to Client's accounts do not change when Client accesses the Check Reorder feature. The Deposit Account Agreement includes important consumer account disclosures.

Fees and Charges. At this time, Bank does not charge Client any additional fees or charges for using Check Reorder. Third parties, including Harland Clarke may impose fees and charges for using Check Reorder and Client is responsible for any such fees and charges, including but not limited to check orders and related products, wireless carrier data, or usage fees.

Security. Client is responsible for keeping Client's Check Reorder authentication credentials private and secure. Client should call Bank immediately if Client believes its Check Reorder authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use Client's credentials without Client's authorization. Client may call Bank for this purpose at 707.524.3000 or 800.995.4066.

Exchange Bank Is Not The Check Reorder Provider. If enrolled, Client will be able to access the Check Reorder feature using a link provided within the Exchange Bank Business Digital Banking Service. While Bank provides access and eligible Exchange Bank Accounts are compatible with Check Reorder, Bank is not the provider of Check Reorder. Use of Check Reorder involves the storage of Client's account information, as well as the electronic transmission of personal information through third party connections. Because Bank does not operate or control the Check Reorder platform or the connections, Bank cannot guarantee the privacy or security of the data storage or the data transmissions. Check with Harland Clarke for information about their privacy and security practices.

Our limited liability. Bank has no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated Check Reorder.

60. Elan Platform Access

Credit Card Terms Continue to Apply. The terms of the applicable Card Terms and Conditions ("Card Agreement") which apply to Client's Card do not change when Client accesses Client's Credit Card in the platform provided by Elan ("Elan Platform"). The Card Agreement includes important consumer disclosures.

Fees and Charges. At this time, Bank does not charge Client any additional fees or charges for accessing Client's Credit Card using the Elan Platform. Third parties, including Elan and wireless companies or data service providers may impose fees and charges in connection with Client's use of the services provided within the Elan Platform and Client is responsible for any such fees and charges, including but not limited to, wireless carrier data or usage fees.

Security. Client is responsible for keeping Client's Elan Platform authentication credentials private and secure. Client should call Elan immediately if Client believes its Elan Platform authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use Client's credentials without Client's authorization. Client may call Elan for this purpose at 800.558.3424.

Exchange Bank Not Elan Platform Provider. If enrolled, Client will be able to access the Elan Platform using a link provided within the Exchange Bank Business Digital Banking Service. While Bank provides access and eligible Exchange Bank Credit Cards are compatible with the Elan Platform, Bank is not the provider of the Elan Platform. Use of the Elan Platform involves the storage of Client's Credit Card information. Because Bank does not operate or control the Elan Platform or the connections, Bank cannot guarantee the privacy or security of the data storage or the data transmissions. Check with the Elan for information about their privacy and security practices.

Our limited liability. Bank has no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with the Elan Platform, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected or accessed, performance or non-performance of the Elan Platform, nor the actions of the Elan Platform provider or any other third party regarding any agreement Client enters into with the Elan Platform provider or associated third party relationships that may impact Client's use of the Elan Platform. It is Client's responsibility to read and understand the terms and conditions applicable to the Elan Platform feature before enrolling in, creating, activating or using Client's Credit Card in the Elan Platform.

How to Remove Card From Elan Platform; Discontinuing or Suspending Access. If at any time Client wishes to remove Client's Credit Card from the Elan Platform, Client will need to follow the process provided by Elan. Bank reserves the right to discontinue or suspend Client's access to the Elan Platform at any time, without advance notice and with or without cause. If Bank discontinues or suspends Client's access to the Elan Platform, Bank will notify Client electronically or in writing.

61. Account Alerts. The account alerts ("Alerts") feature is a convenience tool that permits Client to request automated notification in specific situations. Alerts do not replace standard communications Client receives from Bank concerning Client's accounts. If Client elects to receive Alerts by text messaging from Bank, Client acknowledges that such messages will be automatically sent to Client's Wireless Access Device. Client assumes all responsibility for the secure receipt of the text messages and acknowledges that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed, or prevented by factor(s) affecting Client's access, including Internet service provider(s), phone operator(s), and other relevant entities. Bank guarantees neither the delivery or the accuracy of the contents of any Alert. Bank will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert: (ii) inaccurate content in an Alert; or (iii) Client's use or reliance on the contents of any Alert for any purposes. Bank reserves the right to terminate any request from Client for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. Subject to certain exceptions, Client may stop or suspend Alerts at any time.

Client acknowledges that Client's mobile service provider may charge for sending and receiving text messages on Client's Wireless Access Device. For help, send a reply text HELP and to cancel text alerts, send a reply text STOP at any time.

Consent For Bank to Contact Client By Email and Phone, Including Cell Phone and Text Messaging

Client agrees that Bank and its affiliates and agents may contact Client at any email address or telephone number Client provides to Bank (including cell phone calls and text messages) to communicate with Client regarding Client's account, any transaction with Bank, and/or Client's relationship with Bank. Client further represents to Bank that Client owns the email addresses and telephone numbers Client provides to Bank, or that Client is authorized to provide this consent on behalf of the owner. Client authorizes Bank to make autodialed, prerecorded or artificial voice

("PAV") calls to any number(s) Client provides and Client acknowledges that, in any event, by voluntarily providing Client's telephone number(s) to Bank, Client expressly agrees to receive autodialed, PAV messages and texts from Bank, including from Bank's affiliates and third parties calling on Bank's behalf. Client's service provider may impose a charge for those calls/messages, including message and data rates. If necessary, Client may change or remove any of the email addresses or telephone numbers at any time by contacting Bank at 707-524-3000 or 800-995-4066.

Right to Opt-Out. Client may opt-out of autodialed, PAV calls or text messages from Bank at any time. To opt-out of autodialed and PAV calls (but not text messages), call 707-524-3000 or 800-995-4066 or email Bank at support@exchangebank.com. Client may also opt-out of receiving text messages from Bank, subject to applicable law. To opt-out of text messages, reply STOP to any text message Client receives. For help, text HELP. Client acknowledges and agrees that Client may receive a text message confirming Client's opt-out.

62. Secure Messaging. While access to Bank through the secure email function of the Services is "on-line," messages sent to Bank through secure messaging are not reviewed by Bank personnel immediately. If immediate attention is required, Client must contact Bank by telephone or in person. The Secure Messaging function is not intended for use by Client to initiate a transaction on Client's account(s), including check stop payment orders. If Client sends Bank an email message outside of the Secure Messaging feature within the Services, Client's communication will not be secure and Bank's receipt and response to the email may be further delayed. Client agrees not to rely on any form of email communication for any matter requiring immediate attention. Client's secure email messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise expressly provided herein, email messages will not serve as a substitute for any requirement imposed on Client to provide Bank with "written" notice.

63. Inconsistencies. If a beneficiary of any requested Business Digital Banking Service, including but not limited to Bill Payments, Funds Transfer Service requests, ACH Service transmissions, payment orders or other money transactions, or any other Communication from Client (collectively, "payment order"), is identified by both name and account number, payment may be made by Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and account number, Bank and other financial institutions may rely on the account number even if the name and the account number are not consistent or identify different parties.

64. Uploaded Content; Linked Sites and Advertisements. From Bank's website and otherwise when Client accesses the Business Digital Banking Services, Client may be able to access uploaded content provided or operated by third parties. Unless Bank tells Client otherwise in writing, Bank does not operate or control any such content or any of the information, products or services on such linked websites. Client acknowledges and agrees that: (i) Client accesses such content and linked sites at Client's own risk; (ii) Bank makes no representation or warranty, and assumes no responsibility for, content on Bank's website and any linked site or the actions or omissions of its/their owners, operators or providers (iii) Bank makes no endorsement of, and assumes no responsibility for, content uploaded to Bank's website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, Client may be exposed to content that is offensive, indecent or objectionable; and (v) although Bank may have a contractual or other relationship with the operators of a linked website or the providers of content, Bank will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. Client agrees to hold Bank harmless in connection with all of the foregoing.

Bank reserves the right, but shall have no obligation, to reject, move, or delete content that Bank, in Bank's sole discretion, believes violates this Agreement, or contains content, including viruses, that may interfere with the operation of Bank's website. Bank may, but has no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. Bank shall have the right, but not the obligation, to disclose content to any third party if required or permitted by law or if Bank believes reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any content violates rights of third parties; or (d) protect Bank's rights, properly, or personal safety, or those third parties.

65. Third Party Content. Bank may receive, process, and make available to Client content that Bank receives from Client and others. In this regard, Bank is merely a passive conduit for such content, although Bank reserves the right to block or remove any content that Bank believes violates this Agreement. Bank assumes no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that Client or others provides to Bank, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. Bank will not have a duty to interpret or evaluate any content transmitted to Bank or through Bank's website or the Business Digital Banking Services, except to the limited extent, if any, set forth in this Agreement. Bank will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content Bank receives from Client or third parties. Bank will not have a duty to notify Client about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on Bank's website, even if Bank has reason to know of its existence. Use of any content Client obtains from Bank's website is at Client's own risk.

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