

ROGER powered by Citizens Bank of Edmond

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MASTER SERVICES AGREEMENT FOR TREASURY MANAGEMENT

This Master Services Agreement for Treasury Management ("**Agreement**") governs the treasury management relationship between the Customer identified in the accompanying Enrollment and Authorization Form ("**Enrollment Form**"), (referred to as "**Customer**," "**you**," and "**your**") and ROGER powered by Citizens Bank of Edmond (referred to as the "**Bank**," "**we**," "**us**," and "**our**"), collectively referred to as the "**Parties**". This Agreement contains general terms and conditions applicable to all Services, and additional terms for each specific Service are set forth in the Schedule applicable to the particular Service ("**Schedule**"), the Service Request, and any Documentation (collectively, the "**Service Terms**"). Other initially capitalized terms used in this Agreement have the meanings set out herein or ascribed to them elsewhere in the Agreement.

GENERAL TERMS AND CONDITIONS.

These general terms and conditions apply to all Services provided by us to you.

DEFINITIONS AND ACCOUNTING TERMS.

Definitions. As used in this Agreement, the following terms have the following meanings:

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

"**Account**" means any deposit account held with us, as well as any master or related accounts automatically linked to that account, that you have designated as the account from which we will debit or credit for Entries or into which or from which you request or authorize payments to be made or Funds to be transferred. For purposes of this agreement, the term Account also includes Deposit Accounts and Designated Accounts.

"**Agent**" means a third-party service provider, processor, or facilitator approved by us as your agent in connection with any Service.

"**Applicable Law**" means any and all federal, state, and local statutes, regulations, or rules which may be applicable to you, us, or a Service provided under this Agreement. For the avoidance of doubt, the term Applicable Law includes any applicable Payment System Rules.

"**Authorized Administrator**" means each of your officers or employees who is authorized to administer your use of one or more specific Services.

"Authorized User" means, with respect to any Service, any individual designated by an Authorized Administrator as provided herein or in the Schedule for such Service to access the Service.

"Available Funds" means sufficient funds on deposit in a Designated Account for use with a specified Service and available for withdrawal in accordance with our applicable funds availability schedule. We use an available balance method to determine if there are sufficient funds in your Designated Account.

"Business Day" means (i) each Monday through Friday on which our offices are open for carrying on substantially all of our banking functions, excluding all holidays recognized by the Federal Reserve Bank System, and (ii) with respect to ACH transactions and wire transfers, each day the Federal Reserve's ACH system or Fedwire funds transfer systems for transmitting Entries are open for processing and our offices are open for business.

"Collected Funds" means (i) funds in the Deposit Account for which we either have received final settlement or have posted a temporary credit or debit in anticipation of final settlement, (ii) funds available to you from a line of credit that may be drawn upon and swept into the Deposit Account on an automated basis, and (iii) funds available to you from an investment account that may be drawn upon and swept into the Deposit Account on an automated basis. Funds otherwise available from a line of credit or investment account that are or may be accessed on a manual sweep basis are not Collected Funds for the purposes of this definition.

"Credentials" means all keys, access codes, combinations, access cards, personal identification numbers, Customer ID, User ID, User Password, and any other applicable credentials and similar security codes or identifiers issued to or selected by you and your personnel in connection with any Service.

"Deposit Account" has the meaning set forth in the Establishing Services section of this Agreement.

"Designated Account" has the meaning set forth in the Establishing Services section of this Agreement.

"Documentation" means any user guides, manuals, training materials, procedures, specifications, guidelines, instructions, protocols, service level agreements, or other materials provided or made available to you in connection with any Service and all fee and pricing information regarding the Services.

"Effective Entry Date" means, with respect to any ACH Entry, the date identified by the Originator as the intended date for such Entry to post to the account of the Receiver.

"Electronic Payment" means a payment that is fulfilled via an Entry, unless otherwise specified in connection with a specific Service.

"Entry" or "Entries" with respect to ACH transactions has the meaning set forth in the Nacha Rules, and with respect to Funds transfers, means a request or instruction for an electronic transfer of Funds to your Designated Accounts from third party accounts or from your Designated Accounts and for automatic deposit programs.

"Entry Window" means those specific times in each Business Day during which we may receive and process Entries.

"Exposure Limit" means the maximum aggregate amount of in-process Entries permitted to be outstanding at any time, which amount shall be separately communicated to you by us in writing from time to time. We may set Exposure Limits with respect to individual or aggregate transactions and Exposure Limits may be different for different Services.

"Fed" means the Federal Reserve Bank, to which all Entries for recipients to be paid through other financial institutions must be sent.

"Federal Reserve" means the Board of Governors of the Federal Reserve, and may also reference any Federal Reserve Bank.

"Funds" means your funds held with us or another financial institution which are available for transfer under this Agreement, whether held in the form of investments, instruments, or balances.

"Intellectual Property Rights" means, with respect to each Service, all rights, title, and interests in and to the Content, as well as the ideas and concepts incorporated in those items, and all modifications, improvements and enhancements thereof and additions thereto, including all trade secrets, copyrights and other associated proprietary and intellectual property rights pertaining thereto.

"Maintenance Window" means a period of time designated in advance by us during which software updates may be performed that could cause disruption of Services.

"Mobile Application" or **"Mobile App"** means the Service provided by us that allows an Authorized User to conduct financial transactions remotely using a Mobile Device.

"Mobile Device" means any data-enabled mobile device that can send and receive information using technology that supports the Mobile App.

"Nacha" means the organization that manages and oversees the ACH network.

"Nacha Rules" means the operating rules and operating guides of the applicable regional clearing house association and Nacha, as they may be modified from time to time.

"Network" means the network of parties, retained from time to time by us, in our sole discretion.

"OFAC" means the United States Department of the Treasury's Office of Foreign Asset Control.

"Participating Depository Financial Institutions" means, collectively, us and all other financial institutions holding accounts of yours and your customers which are accessible through the Fed or an applicable regional clearing house association.

"Payment File" refers to an electronic file containing one or more electronic Payment Records sent by you to us for processing.

"Payment Record" means a detailed instruction to execute a Funds transfer, which detail must include the payment amount, payee name, payment number, and any other applicable information that we may require in our sole discretion.

"Payment System Rules" mean the rules of any private or governmental group that govern a payment system through which funds may be transmitted in connection with a Service provided under this Agreement, including without limitation, the Nacha Rules, the Visa rules, the MasterCard rules, the rules of the Electronic Check Clearing House Organization, and the rules of the Federal Reserve System.

"Provider" means each of us and any supplier, licensor, or Service Provider to us.

"Regulation CC" means Regulation CC of the Board of Governors of the United States Federal Reserve Board pursuant to the Expedited Funds Availability Act, 12 U.S.C. §§ 4001 et seq.

"Regulation E" means Regulation E of the Board of Governors of the United States Federal Reserve Board pursuant to the Consumer Credit Protection Act, as amended, 15 U.S.C. §§ 1693 et seq.

"Service" means one or more treasury management services that we make available to you as set forth in this Agreement, the Enrollment Form, and applicable Schedules.

"Service Provider" means a third party that provides services, including, without limitation, subcontractors, couriers, vendors, processors, and all other agents. With respect to us, our Service Providers shall include any other financial institution and any payment system that we may use in providing a Service.

"Service Request" means a request for new Services hereunder, which you may make by executing and delivering an updated Enrollment Form to us from time to time.

"Settlement Date" means, with respect to any Entry, the date on which such Entry is reported to the account by the applicable Federal Reserve Bank in accordance with Payment System Rules.

"Software" means the computer software (including, without limitation, the source code, listings, magnetic media, and any support materials related thereto) used in connection with any Service and with any transfers made under this Agreement.

"UCC" means the Uniform Commercial Code, as adopted by Oklahoma.

UCC Terms. Other initially capitalized terms used but not defined in this Agreement have the meanings ascribed in the UCC.

Accounting Terms. Accounting terms used but not defined herein have the meanings ascribed in generally accepted accounting principles.

ACH Terms. Capitalized terms used in reference to the ACH Service have the meanings ascribed to them in the Nacha Rules. In the event of any irreconcilable conflict as between such definitions contained in this Agreement and the Nacha Rules, the definitions in the Nacha Rules will control.

ESTABLISHING SERVICES.

Set-Up And Implementation. By submitting a Service Request to us, you are acknowledging and agreeing that the Service Terms and this Agreement will apply to you and your receipt and use of the particular Service. The Service Terms become binding upon our acceptance of your Service Request for the particular Service and constitute a part of this Agreement. You may not use a Service until your Service Request is accepted by us. A Service Request may be deemed accepted upon our provision of the Service to you. We will notify you of our acceptance of your Service Request so that you may commence use of the Service(s) requested or begin set-up and implementation, as required for each particular Service.

Some Services may need to be set-up or otherwise implemented before they are available for use. The implementation process, including any set-up instructions, for each Service will be set forth in the Documentation, Service Request, or Schedule(s). Unless otherwise agreed by us in writing, you will be responsible for taking any steps or obtaining any equipment necessary to implement the Services and the associated costs and expenses. In our sole discretion, we may provide additional Documentation to you in connection with the implementation of a Service or at any time after the Service commences, including when our technical requirements change from time to time, and you will be bound by any requirements contained in such Documentation for so long as you continue to receive, access, or utilize the applicable Service.

Software/Hardware and System Requirements. In order to access a Service, you will be required to comply with the applicable Software, hardware, and system requirements set forth in the Service Terms and any related Documentation, including obtaining and maintaining required Software, hardware, and any additional related services needed to use the Service, such as telephone or Internet. If we provide any Software or hardware in connection with a Service, then any additional terms and conditions governing your use of our Software or hardware will also be provided to you with the applicable Service Terms or related Documentation. EXCEPT AS REQUIRED BY LAW, THE SERVICES, SOFTWARE, AND HARDWARE ARE PROVIDED "AS IS" AND WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN LAW OR OTHERWISE, WITH RESPECT TO SERVICES, SOFTWARE, OR HARDWARE MADE AVAILABLE TO YOU, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES REGARDING FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF ANY SERVICE FOR YOU, MERCHANTABILITY, ACCURACY OR COMPLETENESS, NON-INFRINGEMENT OR THE ABSENCE OF MALICIOUS CODE.

In any event, you are solely responsible for the operability and security of your computer systems and other devices, including, without limitation, Mobile Devices, used to access any Service. You agree to take reasonable measures to ensure the integrity and security of such systems and devices, including, but not limited to, using up-to-date anti-virus software and other malware protection, implementing software updates, hot fixes, security patches, and firewalls. We accept no responsibility, and you agree to hold us harmless for: (i) any delay, error or failure in the Services due to an interruption or loss of communications in the service provided by your web browser, wireless provider, system hardware, or Software; (ii) any defect or malfunction of system hardware or Software or any equipment or other device used in connection with the Service; and (iii) any malicious software or code, system virus, or other system problem attributable to your use of the Services or your web browser or Internet or wireless provider.

Account(s). As a prerequisite to receiving any Service, you must have one or more Deposit Accounts with us, and you agree to maintain at least one Deposit Account throughout the Term of this Agreement. We may, in our sole discretion, specify the types of Accounts that are eligible to be used in connection with any Service, and may change these requirements from time to time. Our requirements for linking a Deposit Account to a Service will be set forth in the applicable Service Terms or related Documentation, although a Deposit Account must also be associated with your taxpayer identification number in order to be linked, and personal and/or consumer purpose accounts may not be linked to the Services. To the fullest extent permitted by law, we reserve the right to refuse to provide a Service to any Account. You will designate the Deposit Account(s) that you will use in connection with each Service in the Service Request ("**Designated Account**"). Where no such Deposit Account is specified, we may treat any Deposit Account as a Designated Account. Each Service linked to a Deposit Account is subject to the terms and conditions governing the Deposit Account ("**Deposit Account Agreement**") and the Deposit Account Agreement of each linked Deposit Account is expressly incorporated into this Agreement by reference.

Authorized Administrator and Authorized Users. In your Service Request, you must designate one or more Authorized Administrators and Authorized Users. Your "Authorized Administrator" will have the authority to and will be responsible for (i) adding and removing Authorized Users and assigning rights and levels or degrees of access and privileges ("**access entitlements**") for such Authorized Users of the Services, including without limitation the right to view your banking information or the right to conduct financial transactions on your behalf. Revisions to Authorized Users and access entitlements shall be made by providing us with a revised Enrollment Form. You also agree that an Authorized Administrator has the authority to accept and approve on your behalf any and all agreements and amendments to agreements between you and us, including this Agreement.

Fees, Taxes, Payment.

Fee Schedule. During the Term of the Agreement, you will pay us for the Services according to the current schedule of fees for each Service, which may be amended by us from time to time, ("**Fee Schedule**"). We reserve the right to amend the fee structure for the Services without prior written notice, except to the extent any such

notice may be required by Applicable Law. Unless otherwise expressly agreed to by us in writing, you are responsible for the costs and expenses incurred to maintain technical requirements or to otherwise comply with the terms and conditions of this Agreement or use the Service(s). You will also be responsible for any attorneys' fees, costs and other expenses that we incur in collecting any amount due to us in connection with the Services.

Taxes. You are responsible for all sales, use, or similar taxes imposed by any taxing authority in connection with any of your Services, including any interest, penalty, or other assessment, but excluding taxes based upon our net income ("**Taxes**"). You will indemnify us for your failure to timely remit any Taxes or related filings to the appropriate taxing authority, and you will promptly reimburse us for any Taxes that we may be required to pay on your behalf or in connection with your use of the Services.

Payment; Security Interest. For any amounts due to us under this Agreement (including in connection with any Service), we may debit your Account(s) or bill you, in our sole discretion. You agree to maintain sufficient funds in your Account(s) to pay all fees and charges due to us. Notwithstanding the foregoing and without limiting our other rights of set-off under your Deposit Account Agreement and Applicable Law, you agree that we may exercise our right to set-off against any of your Accounts maintained with us for all amounts due under this Agreement. The security interest granted by this Agreement is consensual and is in addition to our right of set-off. To secure your payment and performance obligations under this Agreement, you grant us a security interest in and pledge and assign us all of your rights, title, and interest in the following described property, whether now owned or hereafter, existing or acquired and wherever located: (a) all of your money, instruments, savings, checking, and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in our custody or control; (b) any of your other collateral described in any security instrument securing the obligations under this Agreement or any of your other obligations to us; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above. The security interest given under this section will survive the termination of this Agreement, including under any Schedule.

SECURITY PROCEDURES.

Security Procedures Generally. In order to verify the authenticity of your instructions or communications that we receive through a Service (each, a "**Communication**"), you agree to the procedures, processes, technologies, and safeguards in this Agreement, the Service Terms and any related Documentation ("**Security Procedures**"). We may also agree upon additional or other Security Procedures with you in writing, and those agreed-upon Security Procedures will be incorporated into this Agreement. By using a Service, you also agree that the Security Procedures constitute commercially reasonable security procedures to prevent unauthorized activity in connection with the Service based upon your use of the Service (including the size, type, and frequency of your transactions). You agree that we may rely on, and you are bound by, any Communication made in compliance with the applicable Security Procedure for the Service, even if it was not actually made or authorized by you.

Notwithstanding the foregoing, we are not obligated to act on any Communication that we reasonably doubt is authorized or compliant with the Service Terms or this Agreement.

Credentials. In order to access some Services, we may provide, or you may select, Credentials. If used in connection with a Service, Credentials constitute a Security Procedure under this Agreement.

Safeguarding the Security Procedures. You acknowledge and agree that we will not be liable for any losses resulting from any unauthorized use of the Security Procedures. In order to protect against unauthorized use of the Security Procedures, you agree that you will:

- safeguard and keep the Security Procedures (including, without limitation, any Credentials) in a confidential and secure manner;
- only share Security Procedures with those persons that you or your Authorized Administrator authorize to use or access the Services on your behalf in accordance with the requirements of this Agreement;
- ensure that any Credentials are promptly revoked by you or your Authorized Administrator when a person is no longer authorized to use or access the Services; and
- notify us immediately if any Security Procedures are lost, stolen, or otherwise compromised, or you suspect that any Security Procedures have been lost, stolen, or compromised, whether or not any unauthorized activity has also occurred.

Fraud Prevention. You acknowledge that we make available and have offered to you a variety of services designed to prevent fraud, including without limitation our Check Positive Pay Service, our ACH Positive Pay Service, our Account Reconciliation Service and the availability of dual authentication for ACH and wire transfers (each a "**Fraud Prevention Service**"). You agree that these are commercially reasonable security procedures offered by us and designed to prevent loss in connection with fraudulent, forged or altered checks, ACH entries or other transactions that are initiated or processed through your Account(s). You further acknowledge that your failure to accept any Fraud Prevention Service, or if you accept any Fraud Prevention Service, your failure to consistently use it, may result in losses that could have been prevented if the Fraud Prevention Service had been used in the manner contemplated by this Agreement.

YOU UNDERSTAND AND AGREE THAT IF YOU FAIL TO ELECT ANY FRAUD PREVENTION SERVICE, OR THE SERVICE IS ELECTED, IF YOU FAIL TO USE THE FRAUD PREVENTION SERVICE TO VERIFY ALL APPLICABLE TRANSACTIONS INITIATED OR PROCESSED THROUGH YOUR ACCOUNT(S), YOU WILL BE RESPONSIBLE FOR ANY LOSSES RESULTING FROM FRAUDULENT, FORGED OR OTHERWISE ALTERED CHECKS, ACH ENTRIES OR OTHER UNAUTHORIZED TRANSACTIONS INITIATED OR PROCESSED THROUGH YOUR ACCOUNT(S).

If you experience fraud in connection with any of your Accounts, you agree to close the applicable Account, or if you elect not to close the Account, then without limiting your obligations to elect and use the Fraud Prevention Services as provided herein, you agree to elect and utilize Positive Pay Services with payee line verification. You further agree to hold harmless and to indemnify us, our management, employees and directors for any and all losses resulting from transactions that could have been prevented had you used our Fraud Prevention Services.

To the extent permissible under Applicable Law, the agreements in this Section are intended to alter liability that we may have for such losses under the Uniform Commercial Code or other applicable laws or regulations.

YOUR SERVICE DATA.

Responsibility for Data. You will be solely responsible for any data transmitted to us through the Services, including the content of any Communications, and for ensuring that such data is correct and complete. You understand that we will not examine your data for correctness or have any obligation to detect errors or omissions by you. In addition, you must transmit data in accordance with the standards set forth in this Agreement or any related Documentation, and in accordance with all Applicable Laws, including any format requirements or deadlines specified by us in connection with a particular Service.

Duty to Monitor and Report. You are obligated to monitor regularly all transactions conducted through the Services, including any statements, online confirmations or other materials evidencing the Services. You will immediately notify us in writing of any error or discrepancy that you discover and provide us with any additional information that we reasonably request regarding such error or discrepancy. Failure to report any payment, error, or discrepancy to us within 30 days of our making a statement of account reflecting payment of any item, any error, or any discrepancy available to you constitutes your acceptance of such payment, error, or discrepancy, and to the fullest extent permitted by law, releases us from any liability arising in connection with the error or discrepancy.

OUR CONFIDENTIAL AND PROPRIETARY CONTENT.

Except for your data used in connection with the Services, we own (or our Service Providers own) and reserve all Intellectual Property Rights in the content of the Services, including, but not limited to, the Documentation; the Security Procedures; any Software provided to you in connection with the Services; our trade names, trademarks, service marks, logos, and copyrighted materials; and any other documents or materials provided through or relating to any Service or our business ("Content"). You will not use the Content in any way that is inconsistent with our rights (or the rights of our Service Providers). You acknowledge the proprietary and confidential nature of the Content and agree to: (i) keep the Content confidential, unless you are required to disclose any Content by law; (ii) limit access to only those employees or agents of yours who require access in order to perform their duties; and (iii) use Content only in connection with the permitted uses applicable to each Service and pursuant to the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES.

General Representations and Warranties. As of the date you execute this Agreement, including any Service Request, and for so long as you continue to receive Services pursuant to this Agreement, you represent and warrant the following to us: (i) you are a business duly authorized, validly existing and in good standing under the laws of the state in which you were organized, you have full authority and power to enter into this Agreement

and perform your obligations hereunder, the person executing or accepting this Agreement on your behalf has full authority to do so and all necessary corporate or other actions, including any resolutions, required to authorize you to enter into this Agreement have been taken, and your performance of your obligations under this Agreement will not violate any Applicable Law or agreement to which you are a party or that otherwise binds you; (ii) your use of the Services is for valid commercial purposes only and none of the Accounts are a consumer purpose account as defined by the Electronic Funds Transfer Act and Regulation E; (iii) you will use the Services for only for legitimate business purposes and will not use the Services or any information obtained from the Services for any unlawful purpose; (iv) your use of the Services will at all times be in compliance with the requirements of all Applicable Law; (v) you will implement and maintain reasonable measures to ensure the integrity and security of your computer systems and any other devices used in connection with the Services; and (vi) none of your employees have been identified by OFAC as an individual with whom U.S. persons are prohibited from engaging in transactions. You understand, acknowledge, and agree that the representations and warranties set forth herein are continuing in nature and are deemed remade in full each time you access or utilize any Service.

Prohibited Transactions. You will not use or attempt to use the Services to (i) engage in any illegal purpose or activity or to violate any Applicable Law; (ii) breach any contract or agreement to which you are bound; (iii) engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction; (iv) engage in any activity or business that would result in your being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations or under any applicable state law governing "money transmitters" or other "money service businesses"; or (v) engage in any transaction or activity that is not specifically authorized and permitted by this Agreement and any Schedule. We have no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms hereof; provided, however, that we reserve the right to decline to execute any transaction or activity that we believe violates these terms. In addition to and without limiting our other termination rights hereunder, we reserve the right to suspend your access to or terminate your right to use any Service in the event we determine or reasonably believe that your use of the Services is impermissible or prohibited by such terms.

CONTINUATION OF THE SERVICES.

From time to time, we may request additional information from you in order to evaluate our continued provision of Services to you. You agree to provide any requested information to us immediately upon request and in such form that we may require, including, without limitation, financial statements for the three most recent fiscal years. You represent and warrant that all information you provide to us in connection with your use of the Services will be true, complete and correct in all material respects. You acknowledge and agree that, notwithstanding any confidentiality obligation we may have under this Agreement or your Deposit Account Agreement, we may disclose such information to any governmental agency having supervisory jurisdiction over us without providing any advance notice to you and without obtaining your prior consent. In addition, you authorize us to investigate

or reinvestigate at any time any information that you have provided in connection with this Agreement and the Services, and in accordance with such authorization, you expressly grant us the right to request reports from credit reporting agencies. In addition to and without limiting our other termination rights hereunder, if you refuse to provide us with any requested information to accomplish the purposes of this section or as we deem necessary to perform Services under this Agreement, we may suspend or terminate the applicable Service(s) or this Agreement in accordance with the termination provisions of this Agreement.

LIABILITY; INDEMNIFICATION.

Limitation of Liability. EXCEPT AS REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM THE SERVICES OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT, INCLUDING THE SERVICE TERMS, UNLESS ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF US, OUR AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE FULLEST EXTENT ALLOWED BY LAW, WE WILL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; (B) ANY DELAYS, MISTAKES OR FAILURE TO PERFORM RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURES, WAR, RIOTS, PANDEMICS, EMERGENCY CONDITIONS, ACTS OF GOVERNMENT, OR THE FAILURE OR DELAY OF ANY OTHER THIRD PARTY; AND (C) ANY AMOUNT WHATSOEVER IN EXCESS OF THE LESSER OF: (I) YOUR ACTUAL DAMAGES, OR (II) THE TOTAL AMOUNT OF FEES FOR THE SERVICES PAID TO US IN THE 10 days PRIOR TO ANY FINAL DETERMINATION OF LIABILITY.

Indemnification. Except with regard to our gross negligence or willful misconduct, you agree to hold harmless, indemnify and defend us and our affiliates, directors, officers, employees, agents and other Providers from and against any and all claims, demands, losses, liabilities, costs, damages, expenses, including attorneys' fees ("**Losses**") arising out of or in connection with the performance of any Services under this Agreement, your obligations, representations, or warranties relating to the Services or your breach of this Agreement.

TERM; TERMINATION.

Term. The term of this Agreement will commence upon our acceptance of your first Service Request and will continue in effect for so long as you continue to receive, access, or utilize any Service pursuant to this Agreement ("**Term**").

Termination for Convenience. Either party may terminate this Agreement, in its entirety or only with respect to one or more Service(s), without cause upon thirty (30) days' prior written notice.

Termination Events. Notwithstanding any other provision of this Agreement, in our sole discretion, we may immediately and without prior notice to you suspend or terminate any Service or this Agreement if we determine

that we or others may suffer loss or other damage if such action is not taken, including, but not limited to, upon any of the following events:

- We have reason to believe that your continued use of the Services may result in unacceptable risk to us or others;
- You fail to comply in all material respects with the terms and conditions of this Agreement, including the Service Terms and your Deposit Account Agreements;
- Any governmental authority with jurisdiction over us or you requires or advises that we suspend or terminate the Services;
- You become insolvent or subject to a bankruptcy, conservatorship, or similar proceeding;
- You violate or cause us to be in violation of any Applicable Law; or
- You experience a material adverse change in your business or financial condition, fail to provide information requested by us, or fail to maintain sufficient balances in your Accounts.

Effect of Termination. Upon termination of any Service or this Agreement, you agree to: (i) promptly pay us for all amounts due in connection with any Services terminated and any other amounts owed to us pursuant to this Agreement; (ii) discontinue use of the terminated Service or Services and related Software, Documentation, or hardware provided by us; and (iii) upon our request, promptly return to us or destroy any Documentation, Software, or hardware provided to you in connection with the terminated Service or Services. We may in our discretion continue to process any transaction that was initiated using the Services prior to the effective time of any such termination.

MISCELLANEOUS PROVISIONS.

Availability of Services. Many of the Services are provided by way of the Internet. Use of the Internet requires you to receive and transmit information via connection to remote computers over telephone lines or other Internet connections; and that information, including e-mail, electronic communications, and confidential financial data transmitted over the Internet may be accessed by unauthorized third parties. We are not responsible for (i) notifying you of any upgrades, fixes, or enhancements to any such Software, or (ii) any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. With the exception of applications commonly known as web browser Software, or other applications or access devices formally approved by us in writing, you will not (i) use any Software, program, application, or any other device to access or log on to our computer systems, website, or proprietary Software, or (ii) automate the process of obtaining, downloading, re-engineering, transferring, or transmitting any information to or from our computer systems, website, or proprietary software. In the event of any system failure, we may reserve the right to require additional documentation, including authorizations, from you before accepting any order or re-instituting your access to the Services. You agree that we will not be responsible for any loss, unauthorized transaction or unauthorized Communication that resulted from a breach of your computer systems, Internet connection, electronic mail systems or other information systems which are under your control.

Entire Agreement. This Agreement incorporates and supplements the terms set forth in the Schedules, Service Requests, Documentation, and Deposit Account Agreements. In the event of an irreconcilable conflict between the terms of this Agreement and any inconsistent terms set forth in the Schedules, Service Requests, Documentation and Deposit Account Agreements, the terms of such Schedule, Service Request, Documentation, or Deposit Account Agreement will control, but only to the extent necessary to resolve any inconsistency. This Agreement and the incorporated Schedules, Service Requests, Documentation and Deposit Account Agreements, as each may be amended from time to time, constitute the entire agreement between the parties and supersede all prior agreements regarding the Services governed by this Agreement. This Agreement will bind and is to the benefit of the Parties and their respective successors and assigns and is not for the benefit of any other person.

Amendments. You agree that terms of this Agreement, any Schedule, the Service Request, the Documentation, and any fees for Services may be amended by us from time to time. We will notify you of amendments as required by Applicable Law. Your continued access and use of the Services evidences your agreement to any amendments. Any changes requested by you must be agreed to by both parties in writing. Notwithstanding the foregoing, we may amend any such terms without prior notice, if, in our sole discretion, the amendment is: (i) necessary to provide the Services, including to ensure the security or operability of the Services, (ii) required by Applicable Law or the Payment System Rules or rules of any network, association, or clearing house, or (iii) will not materially affect your use of the Services.

Governing Law. This Agreement will be governed by the laws of Oklahoma and federal law. You agree and acknowledge that the Services will be provided and transactions processed in the State of Oklahoma.

Notices. You are responsible for notifying us of any change to the name, type, or address of your entity or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it, acknowledged such receipt in writing and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied by you. You must send notices to us at the following address:

ROGER
PO Box 2047
Edmond, OK 73083

Independent Contractor. Except as otherwise set forth in any Service Terms, we are an independent contractor and not your agent, partner, or employee.

Publicity. You will not use or display our name, logo, trade names, trademarks, or service marks in any advertisement or promotional materials without our prior written authorization.

Counterparts. This Agreement, and the Service Requests, which become part of this Agreement when executed or otherwise accepted by the Parties, may be executed or accepted in counterparts, each of which will be deemed

an original and all of which will constitute one instrument. You acknowledge and agree that the Parties intend that this Agreement, any Service Request and all other instruments, notices, and Communications hereunder or in connection with any Service may be signed, given, and accepted electronically, and each of which is intended to be valid and binding upon the Parties and, where applicable, constitute an electronic record for all purposes.

Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is found to be prohibited by or invalid under Applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Assignment. We may assign our rights and delegate our duties under this Agreement, in whole or in part, at any time. You may not assign your rights and duties under this Agreement at any time without our prior written consent.

Survival. All provisions of this Agreement and the Service Terms necessary to interpret the respective rights and obligations of the parties will survive the termination of any such Service or this Agreement.

Headings. Section headings in this Agreement or the Service Terms are for reference only and will not affect the interpretation of this Agreement or the Service Terms.

No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power, or privilege under this Agreement will affect or preclude our future exercise of that right, remedy, power, or privilege.

POSITIVE PAY CHECK SERVICE SCHEDULE

This Positive Pay Services Schedule ("**Schedule**") is for purposes of the Master Services Agreement for Treasury Management between the parties (the "**Master Agreement**"), the terms and conditions of which are hereby expressly incorporated by reference. Capitalized terms which are used and not defined in this Schedule have the meanings ascribed to them in the Master Agreement.

GENERAL TERMS AND CONDITIONS.

Terms and Conditions. The positive pay services ("**Service**") allow you to submit an electronic file ("**Issue File**") to us to identify validly issued checks ("**Items**"). As Items are presented for payment, we will validate Item information against information received in the Issue File.

By entering into this Schedule, you request that we provide the Services to you, and accept and agree to all terms, conditions, and provisions of this Schedule. This Schedule along with the Master Agreement, the terms and conditions of which are expressly incorporated herein, the Service Request, any Documentation, and the terms and conditions of the Deposit Account Agreement (the Master Agreement, the Service Request, any Documentation, and the Account Agreement, collectively, the "**Other Agreements**") set forth the terms and conditions in which we will provide you the Service outlined.

In the event of an irreconcilable conflict between the terms of this Schedule and the Other Agreements, the terms of this Schedule will control to the extent of such conflict.

SERVICES.

Positive Pay Services. You agree to provide us with an Issue File that identifies validly issued Items. The Issue File must contain each Items date, check number, and amount. Further, if applicable, each Issue File must contain each Item's payee if the Service includes payee match services.

Procedures. From time to time, we may establish or modify procedures relating to the Service, which procedures may include Security Procedures, access procedures, or formats for reports and data. You agree to follow the terms of those procedures and acknowledge that those procedures, including the Security Procedures, are commercially reasonable. To the extent permitted by law and by your acknowledgment of these terms, you expressly waive and release any claim that the Security Procedures for the Service were not reasonable.

Authorized Administrators and Authorized Users. Prior to engaging in the Service, you agree to complete any necessary procedures in order to access and use the Service including, but not limited to, naming Authorized Administrators and Authorized Users, as applicable.

Change in Procedures. We have the right, in our sole discretion, to change any of the procedures at any time upon prior notice to you. Notwithstanding the foregoing, if, in our sole discretion, we have reason to believe that changes to the procedures, including any Security Procedure, are immediately necessary, we may implement changes to the procedures without prior written notice. We will use reasonable efforts to provide you with sufficient advanced notice of a change of procedures.

Validation Procedures. We will compare the check date, number, and amount against all of the Items listed on your Issue Files. If applicable, we will validate items against existing Business Rules. We will pay all Items that are presented that match Item information contained on the Issue Files so long as there are sufficient Available Funds in the Designated Account.

Exception Report. After the validation procedures, we will create an exception report ("**Exception Report**") that contains a list of any Items which have been identified as not matching the information on the Issue File. We will provide or otherwise make available to you an electronic list of exceptions at the open of the following Business Day. The Exception Report will list any Item that (a) was not in an Issue File, (b) was a duplicate of a previously paid Item, (c) has been designated to Stop Payment, or (d) was identified as containing a discrepancy with respect to the information that is automatically compared with the Issue File. After we provide the Exception Report, you must direct us with whether to pay or return each exception Item. Absent any instructions, we will follow the Default Rule, which means that we will pay each Item on the Exception Report as our default instruction if you do not provide any instructions on an Item (the "**Default Rule**"). Notwithstanding your instruction to pay any Item, you acknowledge that Items will only be paid if there are sufficient Available Funds in the Designated Account.

Payee Match Procedures. You may request payee match services with check Positive Pay. If you request payee match services, then in addition to the process described for the Services above, you must provide the payee for each Item on the Issue File. If you elect to use payee match services, then we will attempt to validate each presented Item payee against the payee information supplied in the Issue File. The payee identified in any Item must correspond to the payee information supplied in the Issue File for a match to occur. Alternative spellings and name errors may constitute exceptions under the matching service and will be listed in the Exception Report. However, you acknowledge and agree that any such comparison of payee information is automated, and so may not always identify and detect discrepancies. We will not be responsible for any unidentified payee discrepancy in connection with Items which are paid by us based upon matching Item numbers and amounts. Notwithstanding the foregoing, if you do not elect to use and pay a separate fee for the payee match procedures, then we may, but are not obligated to, verify the payee information for each Item. If you do not elect to use the payee match service, then you expressly acknowledge and release us from any liability if we make a payment on an Item to a payee that does not match the payee on the Issue File.

Deadlines. You must provide us with the Issue File(s) via the Positive Pay system through Online Banking no later than 5:00 PM ET on the day before any Items may be presented (the "**Submission Cut-off Time**"). Check files

received after the Submission Cut-off Time may not be processed prior to the next Business Day. After we review the Items, we will provide you the Exception Report. You must notify us of any pay or return requests for all exception items by 1:00 PM ET on the same Business Day (the "**Decisioning Cut-off Time**") that you received the Exception Report. If you have not made a Pay decision by the Decisioning Cut-off Time, we will be authorized to pay any Items on the Exception Report in accordance with the Default Rule, and any such return will be deemed to be properly authorized by you. We will not be required to verify Items on the Issue File against previously cleared or posted Items or against Items which are presented for payment in person at one of our branch or other office locations.

Account Reconciliation. The Service may allow you to access an account reconciliation report, which will provide a report of Items paid and outstanding.

Your Responsibility for Information Submitted through Positive Pay. You assume all responsibility for the accuracy and completeness of information provided by you to us. You acknowledge that our ability to provide Positive Pay Services for checks is contingent upon our determination that your checks meet magnetic character ink recognition specifications. Failure to meet such specifications may result in a high number of exceptions and additional charges. You will ensure that all issued checks will be of minimum American National Standards Institute with respect to character position and formation. You agree to provide such checks and other documentation as may be reasonably required by us to make such determination.

Your Responsibility to Review Account Statements and Confirmation. A statement of accounts and confirmation of Items paid may be obtained by you electronically, in writing, by telephone, or otherwise through your use of the online service. Within the Service, an online issued Items "register" is updated with the status of checks and other Items cleared or marked as exceptions. The register or online history can be used to verify Items paid. Account statements, whether provided in writing or electronically, will also include confirmation of Items paid. You agree to regularly and promptly review the online daily reconciliation report and verify each Item presented for payment. If you identify or suspect an error, discrepancy or unauthorized transaction, you agree to instruct us by the designated Decisioning Cut-off time to return the Item or flag as "fraudulent" for further review.

Reverse Positive Pay. If we offer and you accept the Reverse Positive Pay Service, the Exception Report that we provide to you each Business Day will contain information regarding all Items which have been presented to us for payment on your designated accounts. It is your responsibility to review the Exception Report and communicate to us in the manner required by this Schedule your decision on whether to return any such Items unpaid. If you fail to communicate any such return direction to us prior to the Decisioning Cut-off Time, the Items in the Exception Report will be paid. You hereby agree that any such payment of Items by us in accordance with this Schedule shall be deemed properly authorized by you, and the Items shall be deemed to have been properly paid by us for all purposes. If you have enrolled in Reverse Positive Pay, checks presented over-the-counter will be provided for your review on the following business day. The only way to ensure that such check is not paid by

us is for you to place a timely STOP PAYMENT order; otherwise, such checks may be cashed if our standard protocols are satisfied.

SECURITY PROCEDURES.

Security Procedures. You must designate the Authorized Users that are able to access, utilize, and send instructions via File Transfers, Online Banking, or other electronic means. An Authorized User may also modify the Issue File, initiate stop payment orders, and initiate any changes under the Service. You agree that the "Online Security Procedures" and "Manual Security Procedures" provisions included below constitute commercially reasonable Security Procedures.

Online Security Procedures. An Authorized User may access the Service by means of File Transfers, Online Banking, or other electronic means. An Authorized User has the authority to provide instructions by accessing the respective platforms.

Manual Security Procedures. An Authorized User may also provide instructions in person, by phone, or email. We may conduct procedures to appropriately identify the individual that is initiating the request. Such identification procedures may include requiring presentation of Credentials such as a personal identification number, reviewing identifying documentation, asking for a security phrase or password, or any other procedures which we deem reasonable. For instructions submitted by email, you agree that it is commercially reasonable to determine that instructions that come from an Authorized User's email address is a validly issued instruction from the Authorized User. You acknowledge that email is not the most secure means for sending Communications to us. You agree that we will not be responsible for losses resulting from any breach of your email or information security systems.

Service Providers. You may request to use the Service at our institution or, at our discretion, through a Service Provider acting on our behalf. You authorize us to utilize any Service Provider to assist with the Service provided in this Schedule.

POSITIVE PAY ACH SERVICE SCHEDULE

(with Blocks and Filters)

This ACH Positive Pay Services Schedule ("**Schedule**") is for purposes of the Master Services Agreement for Treasury Management between the parties (the "**Master Agreement**"), the terms and conditions of which are hereby expressly incorporated by reference. Capitalized terms which are used and not defined in this Schedule have the meanings ascribed to them in the Master Agreement.

GENERAL TERMS AND CONDITIONS.

Terms and Conditions. This Schedule governs the terms and conditions for our ACH positive pay service. The ACH positive pay service ("**Service**") allows you to submit an electronic file ("**Authorized ACH Debit File**") to us to identify validly authorized automated clearing house debits (each, an "**ACH Debit**"). As ACH Debits are received by us for deduction from your Account, we will validate the ACH Debit information against information received in an Authorized ACH Debit File submitted by you to us to identify validly authorized ACH Debits.

By entering into this Schedule, you request that we provide the Services to you, and accept and agree to all terms, conditions, and provisions of this Schedule. This Schedule along with the Master Agreement, the terms and conditions of which are expressly incorporated herein, the Service Request, any Documentation, and the terms and conditions of the Deposit Account Agreement (the Master Agreement, the Service Request, any Documentation, and the Account Agreement, collectively, the "**Other Agreements**") set forth the terms and conditions in which we will provide you the Service outlined.

In the event of an irreconcilable conflict between the terms of this Schedule and the Other Agreements, the terms of this Schedule will control to the extent of such conflict.

SERVICES.

Procedures. From time to time, we may establish or modify procedures relating to the Service, which procedures may include Security Procedures, access procedures, or formats for reports and data. You agree to follow the terms of those procedures and acknowledge that those procedures, including the Security Procedures, are commercially reasonable. To the extent permitted by law and by your acknowledgement of these terms, you expressly waive and release any claim that the Security Procedures for the Service were not reasonable.

Authorized Administrators and Authorized Users. Prior to engaging in the Service, you agree to complete any necessary procedures in order to access and use the Service, including, but not limited to, naming Authorized Administrators and Authorized Users, as applicable.

Change in Procedures. We have the right, in our sole discretion, to change any of the procedures at any time upon prior notice to you. Notwithstanding the foregoing, if, in our sole discretion, we have reason to believe that changes to the procedures, including any Security Procedure, are immediately necessary, we may implement changes to the procedures without prior written notice. We will use reasonable efforts to provide you with sufficient advanced notice of a change of procedures.

Business Rules. You may also wish to establish certain rules for all ACH Debits (each a "**Business Rule**"). For example, a Business Rule may establish that no ACH Debits will be authorized in excess of a certain amount.

Validation Procedures. We will use the transaction filters/blocks for monitoring ACH activity and alerting you if an ACH item posts that matches the monitoring guidelines.

Exception Report. After the validation procedures, we will create an exception report ("Exception Report") that contains a list of any ACH Debits that implicates a Block or Filter, or disagrees with a Business Rule. The Exception Report will list any ACH Debit that (a) was a duplicate of a previously accepted ACH Debit, (b) implicates a Block or Filter, or (c) violates a Business Rule. After we provide the Exception Report, you must provide us with payment instructions for exception items other than Blocks or Filters (which instruction shall be deemed given at the time of the order to apply such Block or Filter). Absent any instructions, we will follow the Default Rule, which means that we will return each ACH Debit on the Exception Report as our default instruction if you do not provide any instructions on a particular ACH Debit (the "Default Rule"). ACH Debits will only be accepted if there are sufficient Available Funds in the Designated Account.

Deadlines. You must notify us of any pay or return requests for all exception items by 11:59 AM ET on the same Business Day that you received the Exception Report. If you have not made a Return decision by the Cut-off Time, we will be authorized to return any ACH Debit on the Exception Report in accordance with the Default Rule. We will not be required to verify ACH Debits on the Authorized ACH Debit File against previously accepted or posted ACH Debits.

Account Reconciliation. The Service may allow you to access an account reconciliation report, which will provide a report of ACH Debits paid and outstanding.

SECURITY PROCEDURES.

Security Procedures. You must designate the Authorized Users that are able to access, utilize, and send instructions via File Transfers, Online Banking, or other electronic means. An Authorized User may also modify the Authorized ACH Debit File and initiate any changes under the Service. You agree that the "Online Security Procedures" and "Manual Security Procedures" provisions included below constitute commercially reasonable security procedures.

Online Security Procedures. An Authorized User may access the Service by means of File Transfers, Online Banking, or other electronic means. An Authorized User has the authority to provide instructions by accessing the

respective platforms. We will not accept an authorization to accept or return an ACH Debit by any other means.

Manual Security Procedures. An Authorized User may also provide instructions in person, by phone, or email. We may conduct procedures to appropriately identify the individual that is initiating the request. Such identification procedures may include requiring presentation of Credentials such as a personal identification number, reviewing identifying documentation, asking for a security phrase or password, or any other procedures which we deem reasonable. For instructions submitted by email, you agree that it is commercially reasonable to determine that instructions that come from an Authorized User's email address is a validly issued instruction from the Authorized User. You acknowledge that email is not the most secure means for sending Communications to us. You agree that we will not be responsible for losses resulting from any breach of your email or information security systems.

Third-Party Service Providers. You may request to use the Service at our institution or, at our discretion, through a Third-Party Service Provider acting on our behalf. You authorize us to utilize any Third-Party Service Provider to assist with the Service provided in this Schedule.

ACH ORIGATION SCHEDULE

This ACH Origination ("**Schedule**") supplements the Master Services Agreement for Treasury Management between the parties (the "**Master Agreement**") and the terms and conditions of this Schedule are hereby expressly incorporated into the Master Agreement by reference. Initially capitalized terms used but not defined in this Schedule have the meanings set forth in the Master Agreement or in the Nacha Rules.

GENERAL TERMS AND CONDITIONS.

Terms and Conditions. You desire to initiate credit or debit Entries through us by means of the ACH Network under the terms of this Schedule along with the Master Agreement, the terms and conditions set forth in our Deposit Account Agreement and the Nacha Rules, and to the extent you have been approved by us as an Originator, we are willing to act as an Originating Depository Financial Institution ("**ODFI**") with respect to such Entries.

This Schedule sets forth the terms and conditions for which we will provide you the ACH services described ("**Services**").

By entering into this Schedule, you request that we provide the Services to you, and accept and agree to all terms, conditions, and provisions of this Schedule. This Schedule along with the Master Agreement, the terms and conditions of which are expressly incorporated herein, the Service Request, any Documentation, and the terms and conditions of the Deposit Account Agreement (the Master Agreement, the Service Request, any Documentation, and the Account Agreement, collectively, the "**Other Agreements**") sets forth the terms and conditions in which we will provide you the Service outlined.

In the event of an irreconcilable conflict between the terms of this Schedule and the Other Agreements, the terms of this Schedule will control to the extent of such conflict.

Compliance with Rules and Law. You hereby confirm that you have received or have access to a copy of the Nacha Rules. The Nacha Rules may also be purchased online at www.nacha.org. You are to comply with and be subject to the Nacha Rules in existence at the date of this Schedule and any amendments to the Nacha Rules made from time to time. It is your responsibility to ensure that the origination of ACH transactions comply with Applicable Law, including the sanctions enforced by OFAC. You also agree to obtain information regarding and to comply with, any OFAC-enforced sanctions. This information may be obtained directly from the OFAC website at <https://ofac.treasury.gov>. You agree that we may charge you with any fines or penalties imposed by OFAC, Nacha, or any organization which are incurred as a result of your non-compliance, and you will reimburse or indemnify us fully for such charges or fines. The duties set out below are in addition to and in no way limit the generality of the foregoing. WE MAY TERMINATE THIS SCHEDULE OR SUSPEND THE SERVICE AT ANY TIME IN THE EVENT OF

A BREACH BY YOU OF THE TERMS AND CONDITIONS OF THIS SCHEDULE, THE NACHA RULES, OR OTHER APPLICABLE LAW. FURTHER, WE MAY INITIATE AN AUDIT OF YOUR OPERATIONS, POLICIES, AND PROCEDURES AT ANY TIME UPON WRITTEN NOTICE TO YOU TO ENSURE YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE, THE NACHA RULES, OR OTHER APPLICABLE LAW.

Credit Approval. Your use of the Services requires our credit approval. We may request financial statements and other information from you or require a separate credit agreement prior to, and periodically from time to time thereafter, as a condition of your use of the Services. You authorize us to obtain credit reports on you as we determine may be necessary from time to time. We may (but would not be obligated to) assign you a limit representing the maximum amount of any single Entry or the aggregate dollar amount of all Entries that you may initiate each day ("**Exposure Limit**"). Any Exposure Limit is solely for our protection and daily requests for Entries exceeding the Exposure Limit are honored (if at all) solely at our discretion. Requests not honored will be communicated to you or your designated representative or agent.

Authorized Users. In order to originate Entries, you must designate at least one Authorized User as described in the Master Agreement. Throughout the term of this Schedule, we will be entitled to rely on the designation you make and will not be responsible for matching the names of the designated Authorized User to names or titles listed in your general banking resolutions. Any and all Entries will comply with our Security Procedures, and our Security Procedures are subject to change as provided in this Schedule and the Master Agreement. Any person having knowledge of any Security Procedures will be deemed an Authorized User. Although we are only required to act upon the instructions of the Authorized Users, we may, in our sole discretion, execute debit or credit Entries initiated by any individuals authorized by you to sign checks on your Designated Account. The initial Authorized User for the Services is identified in the Enrollment Form, which may be modified or amended from time to time.

Third-Party Service Providers. You may be using special equipment, services, or Software provided by a Third-Party Service Provider to assist it in processing Files. A Third-Party Service Provider should not be used to transmit Files to us without first entering into our Third-Party Service Provider Agreement ("**Third-Party Service Provider Agreement**"). If we authorize you to use a Third-Party Service Provider, you will designate the Third-Party Service Provider as an Authorized User of the Services and the terms and conditions governing the relationship between you and the Third-Party Service Provider will be governed by the Third-Party Service Provider Agreement. All of your obligations and responsibilities under this Schedule and the Master Agreement (to the extent the terms of the Master Agreement relate to the Service) will apply to the Third-Party Service Provider; the Third-Party Service Provider Agreement must expressly provide that all of your obligations and responsibilities under this Schedule and the Master Agreement (to the extent the terms of the Master Agreement relate to the Service) apply to the Third-Party Service Provider. You will provide us with a true and exact copy of each Third-Party Service Provider Agreement to which you are a party. If you use a Third-Party Service Provider to transmit Files to us and you and the Third-Party Service Provider have not entered into a Third-Party Service

Provider Agreement, then the Third-Party Service Provider is acting as your agent in the delivery of Files to us and you assume full responsibility and liability for any failure of the Third-Party Service Provider to comply with the laws of the United States, the Nacha Rules, and this Schedule. We won't be liable for any losses or additional costs you incur as a result of any error by a Third-Party Service Provider or a malfunction of equipment provided by a Third-Party Service Provider. You are solely responsible for maintaining compliance with the requirements of any Third-Party Service Provider, including obtaining any Software updates. Our sole responsibility will be to transmit transactions approved by us to the ACH Operator, and we won't have any responsibility for any File handled by a Third-Party Service Provider until that point in time when we accept and approve a File from such Third-Party Service Provider for processing. However, you authorize us to accept any File submitted by a Third-Party Service Provider even if the Third-Party Service Provider has not been designated as an Authorized User or if the Third-Party Service Provider has not executed a Third-Party Service Provider Agreement. We will be indemnified and held harmless for any losses, damages, fines, assessments, costs, and expenses incurred or suffered by us or any other person because of or arising from your use of a Third-Party Service Provider, including fines or assessments incurred, whether under the Nacha Rules or otherwise, and including any attorneys' fees. Depending upon the nature of the services provided, a Third-Party Service Provider may also include a Third Party Sender, as such term is defined in the Nacha Rules. Any use of, or your acting as a Third Party Sender must be expressly approved by us in writing and the Third Party Sender will be required to enter into our approved form of agreement and to comply with all applicable requirements for Third Party Senders under the Nacha Rules. Third Party Senders will be required to provide to us any information that we may request in order to comply with the applicable provisions of the Nacha Rules.

Authorization for Credit and Debit Entries; Recordkeeping. You will obtain written authorizations and consents which comply with the Nacha Rules, and you agree to retain these authorizations and consents ("**Authorization Agreement**") for two years after the Settlement Date of the last ACH Entry or Entries or as set forth by applicable state law, whichever is longer. It is the responsibility of the Originator to verify that the individual signing the ACH debit or credit Authorization is, in fact, entitled to use of the specified account. You agree that your obligation to pay the amount of the ACH Entry or Entries to us is not excused if the party is not entitled to use the specified account. Upon request from us or RDFI, you will provide a copy of such authorization within two (2) Business Days. You hereby acknowledge and agree that, unless authorized by us, authorizations obtained via telephone or the Internet (resulting in the use of "TEL" or "WEB" SEC codes, as described in the Rules), or any form of authorization other than those permitted under the Rules for PPD, CCD or CTX Entries, are not permitted by us pursuant to the terms of this Agreement. In the event we (in our sole and absolute discretion) permits other forms of authorizations, you agree to implement such additional security measures and controls as we may require, and your compliance in that regard will be subject to audit by us as provided herein.

Inconsistency Between Name and Account Number. If an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by us to the RDFI ("Receiving Depository Financial Institution") may be made by the RDFI (or by us in the case of an On-Us Entry) on the basis of the account

number you supply, even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances. You will be liable for and must settle with us for any Entry you initiate that identifies the Receiver by account or identifying number or by name and account or identifying number.

Representation and Warranties. In addition to and without limiting any other representation made by Originators under the Nacha Rules upon the origination of Entries, in connection with each Entry you transmit, you expressly represent and warrant to us and covenant and agree that (a) each person or entity shown as the Receiver on an Entry received by us has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry; (b) each authorization is operative at the time of transmittal or crediting or debiting by us as provided in this Schedule and, where applicable, complies with the requirements of Applicable Law, including, without limitation, Regulation E; (c) Entries transmitted to us by you (including, without limitation, by any of your Service Providers) are limited to those types of credit and debit Entries set forth in the Enrollment Form; (d) you will perform your obligations under this Schedule in accordance with all Applicable Laws, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC, laws, regulations, and orders administered by the United States Financial Crimes Enforcement Network and any state laws, regulations, or orders applicable to the providers of ACH payment services; (e) you will be bound by and comply with the provision of the Rules making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and (f) you will ensure that any and all non-public personal information (as defined in Title V of the Gramm-Leach Bliley Act (Pub. Law 106- 102)) you provide us will be secure and won't be disclosed to any unauthorized person.

PROCESSING, TRANSMITTING, AND SETTLEMENT OF ENTRIES.

Processing, Transmitting, and Settlement of Entries Generally. Except as otherwise provided this Schedule, we will:

- (a) Use commercially reasonable efforts to comply with your instructions, (b) process Entries received from you to conform with the File specifications set forth in the Nacha Rules, (c) transmit such Entries as an ODFI to the ACH Operator selected by us, (d) settle such Entries as provided in the Nacha Rules, and (e) in the case of a credit Entry received for credit to an account with us (an "**On-Us Entry**"), we will credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by us at the time and in the form prescribed for transmitting Entries to us; and
- Transmit such Entries to the ACH Operator by the deposit deadline of the ACH Operator, provided (a) such Entries are completely received by our cut-off time at the location we specify from time to time, (b) the Effective Entry Date satisfies our criteria, and (c) the ACH Operator is open for business on such Business Day. The ACH Operator selected by us is considered to have been selected and designated by you. You will receive immediately Available Funds for any electronic debit Entry you initiate on the applicable Settlement Date.

The Settlement Date represents the date on which the actual transfer of value, or funds, between the ODFI (on behalf of the Originator) and the RDFI (on behalf of the Receiver) have exchanged ACH transactions. The Originator is required to provide funding on or before the Settlement Date. When an Entry or Entries contains an invalid Effective Date (falls on a non-Business Day or released after the current Business Day's Cut-off Time), it will process on the next available processing day, with a Settlement Date of one to two (1 to 2) Business Days from the process date.

Transmitting Entries. Authorized Users may initiate the debit or credit Entry type identified in the Enrollment Form. Authorized Users must transmit Entries to us in computer readable form in compliance with the formatting and other requirements set forth in the Nacha Rules or as otherwise specified by us. Entries will be transmitted to us no later than the cut-off time and the number of days prior to the Effective Entry Date specified in the processing schedule given to you prior to origination. Entries received after the cut-off time are deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by you to us on any Business Day must not exceed the lesser of the amount of Collected Funds in your designated account or the Exposure Limit. You may not reinitiate Entries except as permitted by the Nacha Rules.

You agree that you will not exceed established Exposure Limits set by us. We may, in our sole discretion and in addition to any File transmittal, require the you to fax or e-mail an ACH Transmittal Letter or provide the transmittal data by other electronic means as specified by us. If we request a change be made to an ACH Entry or Entries within a Batch and/or File including, but not limited to, adding the Originator's phone number to the "Company Discretionary Data" field within the Company/Batch Header Record, you agree to make the change prior to the next initiation of the respective ACH Batch and/or File. Any ACH Entry, Batch, and/or File that is released after the current Business Day's Cut-off Time.

Payment for Credit Entries and Returned Debit Entries. You will settle all credit Entries you issue or credit Entries otherwise made effective against you. You will make payment to us on the date determined by us in our discretion (the "**Payment Date**"). You will pay us the amount of each debit Entry returned by a Receiving Depository Financial Institution ("**RDFI**") or debit Entry dishonored by us. Payment must be made by you to us in any manner we specify. However, we are authorized to charge your Designated Accounts identified in the Enrollment Form as payment for all payments due under this Schedule. You will maintain sufficient Collected Funds in the Designated Accounts to pay for all payments due to us under this Schedule on the Payment Date. In the event any Designated Account or any other Accounts held with us does not have Collected Funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, we may take any of the following actions:

- Refuse to process all Entries, in which event we will return the data relating to such credit Entries to you, and we will have no liability to you or to any third party as a result thereof; or
- Process that portion of the credit Entries as you have sufficient Collected Funds in the Designated Account to cover, in whatever order we in our sole discretion elect to process, in which event we will return to you the

data relating to such unprocessed credit Entries, and we will have no liability to you or any third party as a result; or

- Process all credit Entries. In the event we elect to process credit Entries initiated by you and you have not maintained sufficient Collected Funds in the Designated Account with us to cover them, the total amount of the insufficiency advanced by us on your behalf must be immediately due and payable by you to us without any further demand. Our determination to process any credit Entry for which you don't have sufficient Collected Funds in a Designated Account must not be considered a waiver of our right to refuse to do so at any other time, nor is it an agreement by us to pay other items for which you lack sufficient Collected Funds.

Pre-Funding. We require you to pre-fund a Designated Account before the Settlement Date of the File. You will provide Collected Funds sufficient to pay all Entries initiated by you (a) not later than 8:00 a.m. local time 2 Business Days before each Effective Entry Date, and (b) prior to initiating any Entries.

On-Us Entries. Except as provided in "Rejection of Entries" section of this Schedule, in the case of an On-Us Entry, we will credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements relating to the timely delivery of Entries to us and to the timely receipt of entries by us set forth in the "Processing, Transmittal and Settlement of Entries Generally" section above are met. If any of those requirements are not met, we will use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

Cancellation or Amendment of Entries. You will have no right to cancel or amend any Entry after we receive it. We may, at our option, accept a cancellation or amendment from you. If we accept an Entry cancellation or amendment, you must comply with the "Security Procedures" section of this Schedule. If we receive such a request before the affected Entry has been transmitted to the ACH Operator (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), we will use reasonable efforts to cancel or amend the Entry as requested, but we will have no liability if the cancellation or amendment is not completed. If we accept a cancellation or amendment of an Entry, you will indemnify, defend, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, we incur as the result of accepting the cancellation or amendment.

International Transactions. You won't initiate any IAT Entries.

Provisional Settlement. You agree to perform your obligations under this Schedule and the Master Agreement in accordance with all applicable United States federal and state laws and regulations and other Applicable Laws relating to ACH transactions, including, but not limited to, the Nacha Rules, the Uniform Commercial Code, Article 4A (UCC, Article 4A), and the sanctions of OFAC (Office of Foreign Assets Control), and all ACH Entries initiated by you must comply with the foregoing laws, regulations, rules and procedures. No ACH Entry initiated by the you may violate the Applicable Laws of any state or the United States. **You agree to be bound by and comply with the provision of the Nacha Rules making a payment of an ACH Entry or Entries by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such ACH Entry or Entries. You specifically acknowledges that you have received notice of the rule regarding provisional payment and of**

the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver for the amount credited, and you shall not be deemed to have paid the Receiver the amount of the ACH Entry or Entries. You expressly authorize us to disclose your contact information, including telephone number, to any RDFI for the purpose of giving your contact information to the relevant Receiver.

EXCEPTION PROCESSING.

Reversals. Upon your proper and timely request, we will use reasonable efforts to complete a reversal of an Entry or File. Reversals may only be requested for the reasons permitted under applicable Nacha Rules. In addition, if you request reversal of a debit Entry or debit File, you must immediately deposit into a Designated Account an amount equal to the Entry or File to be reversed. You must also notify the Receiver of any reversing Entry initiated to correct any Entry initiated in error. Notification to the Receiver must include the reason for the reversal and must be made no later than the Settlement Date of the reversing Entry. Under no circumstances will we be liable for interest or related losses if a requested reversal of an Entry is not completed. You will reimburse us for any expenses, losses, or damages incurred in effecting or attempting to complete your request for reversal of an Entry.

Rejection of Entries. We have no obligation to accept Entries and therefore may reject any Entry issued by you. We have no obligation to notify you of the rejection of an Entry, but we may do so at our discretion. We will have no liability to you for rejection of an Entry and won't be liable to pay interest to you even if the amount of your payment order is fully covered by a withdrawable credit balance in a Designated Account or we've otherwise received full payment from you.

Entries Returned as Unauthorized; Unauthorized Rates. In the event the rate of Entries initiated by you and returned as unauthorized exceeds the permissible limit established by the Nacha Rules, in addition to our other rights under this Schedule and the Master Agreement, we may suspend your access to the Services and you will immediately provide the data requested by us, provide us with a reasonable plan of bringing the rate below the threshold, and take steps identified in such plan to bring the rate below that threshold. During this process you may ask us to request from the RDFI a copy of the Written Statement of Unauthorized Debit. We will use commercially reasonable efforts to obtain the Written Statement of Unauthorized Debit and, where received, will deliver it to you. You will not re-originate any transaction returned as unauthorized or for which authorization has been revoked unless and until the Receiver reauthorizes the Entry.

In the event the rate of Entries initiated by you and returned as unauthorized exceeds the permissible limit established by the Nacha Rules, we may suspend your access to the Services and you will immediately provide the data requested by us, provide us with a reasonable plan of bringing the rate below the threshold, and take steps identified in such plan to bring the rate below that threshold.

Prenotifications. You may send a prenotification that you intend to initiate an Entry to a particular Receiver within the time limits prescribed for such notice in the Nacha Rules. Such notice must be provided to us in the

format and on the medium provided in the Nacha Rules. If you receive notice that such prenotification has been rejected by an RDFI within the period prescribed in the Nacha Rules, or that an RDFI won't receive Entries without having first received a copy of the Authorization Agreement signed by the Receiver, you won't initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such Authorization Agreement within the time limits set out in the Nacha Rules.

Notifications or Returned Entries and Notifications of Changes. We will notify you by e-mail, facsimile transmission, U.S. mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by you in accordance with the requirements of the Transmission of Entries section of this Schedule, we will have no obligation to retransmit a returned Entry to the ACH Operator if we've complied with the terms of this Schedule with respect to the original Entry. You will notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from us.

We will provide you all information, via encrypted e-mail or facsimile transmission to an Authorized User, in accordance with the Nacha Rules, with respect to each Notification of Change ("**NOC**") Entry, Refused Notification of Change, or Corrected Notification of Change ("**Corrected NOC**") Entry received by us relating to Entries transmitted by you. We will provide such information to you within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. We will make commercially reasonable efforts to ensure that changes requested by the NOC or Corrected NOC are made within the earlier of six (6) Business Days of your receipt of the NOC information from us or prior to initiating another Entry to the Receiver's account.

SECURITY PROCEDURES.

Security Procedures Generally. You will at all times comply with the Security Procedures. The Security Procedures, including, without limitation, any code, password, personal identification number, user identification technology, token, certificate, or other element, means, method used to verify authenticity of telecommunicated data, or method of authentication or identification used in connection with any Security Procedures (each, a "**Security Device**"), are commercially reasonable under Applicable Law for the initiation of Entries. You authorize us to follow any and all instructions given and transactions initiated using applicable Security Procedures unless and until you have given us notice that the Security Procedures or any Security Device has been lost, stolen, compromised, or otherwise become known to persons other than Authorized Users and until we've had a reasonable opportunity to act upon such notice.

The initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for us to execute such transaction notwithstanding any particular signature requirements identified in your Deposit Account Agreement relating to your Designated Account and the submission of transaction orders and instructions using the Security Procedures will be considered the same as your written signature in authorizing us to execute such transaction.

We are entitled to act upon origination of any and all Entries initiated through the use of such Security Procedures, whether or not authorized, and by any and all transactions and activity otherwise initiated by Authorized Users, to the fullest extent allowed by law.

Further, the Security Procedures are not designed to detect error in the transmission or content of communications or Entries initiated by you, that no security practice or procedure for the detection of any such error has been agreed upon between you and us, and that you bear the sole responsibility for detecting and preventing such error.

All Security Procedures, Security Devices, and other Credentials are to be kept protected, secure, and strictly confidential and to be provided or made available only to Authorized Users. You must instruct each Authorized User not to disclose or provide any Security Procedures, Security Devices, or other Credentials to any unauthorized person.

We will distribute Security Devices and other Credentials to the Authorized Administrator and we will otherwise communicate with the Authorized Administrator regarding Security Procedures. Your Authorized Administrator will have responsibility to distribute Security Devices and other Credentials to Authorized Users and to ensure the proper implementation and use of the Security Procedures by Authorized Users.

You will notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures, Security Device, or other Credentials have been lost, stolen, compromised, or otherwise become known to persons other than Authorized Users, or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security known to us, we may issue you a new Security Device or new Credentials, or establish new Security Procedures as soon as reasonably practicable, but we won't be liable to you or to any third party for any delay in taking such actions. You will notify us immediately, according to notification procedures prescribed by us, if any Authorized Administrator changes or has been removed. You will recover and return to us any Security Devices and other Credentials in the possession of any Authorized Administrator, or Authorized Users whose authority to have the Security Device or other Credentials has been revoked.

We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and to cancel or replace any Security Device or other Credentials, at any time and from time to time in our sole discretion. We will make commercially reasonable efforts to provide you with sufficient advance notice of any change in Security Procedures. However, if, in our sole discretion, we've reason to believe that changes to the Security Procedure are immediately necessary we may implement changes to the procedures without prior notice. Your implementation and use of any changed Security Procedures will constitute your agreement to the change and your agreement that the Security Procedures, as changed, is commercially reasonable and adequate for the purposes intended.

You agree that dual authentication will be required for any ACH transactions initiated through the Service. If you opt out or otherwise fail to use dual authentication, then in addition to and without limiting your other liability

under this Agreement, you expressly assume all liability for losses that may have been prevented had you used our dual authentication Security Procedure.

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

You will train Authorized Users, agents, and employees to detect and avoid the risks of such fraud. We are not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or Internet fraud.

In the event of a breach of the Security Procedures, you will assist us in determining the manner and source of the breach. Such assistance may include, but won't be limited to, providing us or our agent or contractor access to your hard drives, storage media and devices, systems, and any other equipment or device that were used in breach of the Security Procedures. You will provide us with any analysis of such equipment, device, or Software or any report of such analysis you performed (directly or through any agents or contractors) or performed by any law enforcement agencies or any other third party. Your failure to assist may be deemed an admission by you that the breach of the Security Procedures was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedures from you and not from a source controlled by us.

Error Detection. We have no obligation to discover and won't be liable to you for errors you make using the Services, including, but not limited to, errors made in identifying the Receiver, any intermediary or RDFI, or for errors in the amount of an Entry or for errors in Effective Entry Dates. We will likewise have no duty to discover and won't be liable for duplicate Entries you issue. If you discover that any Entry was initiated in error, you will promptly notify us of such error. If such notice is received no later than four (4) hours prior to our ACH processing deadline, we will use commercially reasonable efforts to initiate an adjusting Entry or stop payment of any credit Entry that is an On-Us Entry. In the event you make an error or issue a duplicate Entry, you will indemnify, defend, and hold us harmless from any loss, damages, or expenses, including, but not limited to, attorneys' fees, incurred by us as result of the error or issuance of duplicate Entries.

LIABILITY AND INDEMNIFICATION.

Limitation of Liability; Indemnity. IN ADDITION TO THE LIMITATIONS SET FORTH IN THE MASTER AGREEMENT, IN THE PERFORMANCE OF THE SERVICES, WE WILL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES YOU PROVIDE TO US UNDER THIS SCHEDULE AND THE MASTER AGREEMENT, AND WE WON'T BE RESPONSIBLE FOR ITS ACCURACY OR COMPLETENESS. WE WILL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY SET OUT IN THIS SCHEDULE AND WILL BE LIABLE ONLY FOR OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. WE WON'T BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL, OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM YOU) OR THOSE OF ANY OTHER PERSON, AND NO SUCH PERSON IS DEEMED OUR AGENT.

IN ADDITION TO ALL OTHER INDEMNITIES SET FORTH ELSEWHERE IN THIS SCHEDULE AND THE MASTER AGREEMENT, YOU WILL INDEMNIFY US AGAINST ANY LOSS, LIABILITY, OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT WE ARE RESPONSIBLE FOR ANY OF YOUR ACTS OR OMISSIONS OR THOSE OF ANY OTHER PERSON.

Indemnification. In addition to any indemnity set out in the Master Agreement, you will indemnify, defend, and hold us, and our officers, directors, agents, and employees harmless from and against any and all actions, costs, claims, losses, damages, or expenses, including, without limitation, attorneys' fees and expenses, resulting from or arising out of (a) any breach of any of your covenants, agreements, representations or warranties contained in this Schedule (including, without limitation, any failure to comply with the Nacha Rules), or (b) any act or omission of you or any other person acting on your behalf, including, without limitation, your Authorized Administrators, Authorized Users, and Service Providers.

ONLINE BANKING SERVICE SCHEDULE

This Online Banking Service Schedule ("**Schedule**") is a Schedule for purposes of the Master Services Agreement for Treasury Management between the parties (the "**Master Agreement**"), the terms and conditions of which are hereby expressly incorporated by reference.

DEFINITIONS. As used in this Schedule, the following initially capitalized terms have the following meanings. Initially capitalized terms used and not defined in this Schedule have the meanings ascribed in the Master Agreements or, where not defined in the Master Agreement, in the UCC.

"**Account Disclosures**" means the applicable terms and conditions governing a Deposit Account or Loan Account, including the Funds Availability Disclosure, Privacy Policy, Substitute Check Policy Disclosure, as well as any Fee Schedule, all as may be amended from time to time.

"**External Deposit Account**" means an account owned by you, to or from which you may transfer funds or make Loan Payments using our online ACH origination service, at another financial institution.

"**External Loan Payment**" has the meaning set forth in the "Loan Payments" section below.

"**External Transfer**" has the meaning set forth in the "Transfers Between Accounts" section below.

"**Internal Loan Payment**" has the meaning set forth in the "Loan Payments" section below.

"**Internal Transfer**" has the meaning set forth in the "Transfers Between Accounts" section below.

"**Electronic Notices**" means a notice that we deliver online. These notices may be delivered with your statements (e.g., as a message) or otherwise posted to your electronic mailbox. These may include, for example:

- Notices (e.g., renewal, termination, maturity, delinquency, approval, requests for additional information, change of terms, overdraft, and other notices);
- Disclosures (e.g., initial, periodic, annual, adverse action, and other legal disclosures);
- Privacy statements;
- Service notifications; and
- Periodic statements.

"**Loan Account**" means an eligible personal or business loan, personal or business line of credit, home equity loan, home equity line of credit, or residential mortgage loan.

"**Loan Payment**" has the meaning set forth the "Loan Payments" section below.

"**Payment Services**" has the meaning set forth in "Payment Services" section below.

"Service" means information, communication, transactions, and services provided to you by us through any non-branch remote channel (excluding ATMs), including, but not limited to, the online services described in this Schedule. The terms and conditions of this Schedule apply to access of the Service by any device, including any Mobile Device, though not all features of the Service may be available through a Mobile Device.

"Transfer" has the meaning set forth in the "Transfers Between Accounts" section below.

GENERAL TERMS AND CONDITIONS

Terms and Conditions. By entering into this Schedule, you request that we provide the Services to you, and accept and agree to all terms, conditions, and provisions of this Schedule. This Schedule along with the Master Agreement, the terms and conditions of which are expressly incorporated herein, the Service Request, any Documentation, and the terms and conditions of the Deposit Account Agreement (the Master Agreement, the Service Request, any Documentation, and the Account Agreement, collectively, the **"Other Agreements"**) set forth the terms and conditions in which we will provide you the Service outlined. In the event of any irreconcilable conflict between the terms of this Schedule and the terms of the Other Agreements, the Terms of this Schedule will control to the extent of such conflict.

You may access the Service by use of certain numbers, codes, marks, signs, public keys, or other means of establishing your identity, including, without limitation, Credentials, and electronic communications that are acceptable to us. All instructions and electronic communications to us that meet these requirements will be deemed to be valid and authentic and such instructions and communications will be given the same legal effect as written and signed paper communications. Electronic copies of instructions and communications are valid, and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

Computer Equipment and Software. You are responsible for the installation, maintenance, and operation of all computer equipment and browser Software necessary to access the Service. The risk of error, failure, or non-performance in accessing the Service is your risk and includes the risk that you do not operate such equipment or Software properly. We will not be responsible for any errors or failures from any malfunction of such equipment or Software, and we will not be responsible for any electronic virus, worms, or similar malicious Software that you may encounter. We will have no liability to you for any damage or other loss, whether direct or consequential, that you may suffer or incur by reason of your use of any computer equipment or Software, and we make no warranty to you regarding any computer equipment or browser Software necessary to access the Service, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

Unavailable, Delayed, or Inaccurate Account Information. We will use commercially reasonable efforts to provide you complete, accurate, and timely account information through the Service. Unless otherwise required by Applicable Law, however, we will not be liable to you if any such information is unavailable, delayed, or inaccurate.

Non-Sufficient Funds and Overdrafts. When you use the Service, you must have Available Funds in the selected Deposit Account, External Deposit Account, or Loan Account (including available overdraft protection coverage, if applicable) to cover the amount of any Transfer, Loan Payment, or other Payments initiated from such Account, and any associated fees. We may process transactions that exceed your Available Funds (plus any available overdraft protection), but we are not obligated to do so. If we do, you will pay the overdraft and any fees incurred promptly, and acknowledge that our processing such Transfer, Loan Payment, or other Payments under such circumstances does not obligate us to do so under similar (or dissimilar) circumstances in the future. We may discontinue permitting overdrafts at any time, without prior notice.

If there are non-sufficient Available Funds in your Deposit Account selected for the transaction (including Available Funds in any other Deposit Account or available line of credit linked to the account for overdraft protection) and it is, nonetheless, initiated: (i) you must immediately pay the amount of the overdraft to us or our processor, as the case may be, without notice or demand; (ii) the transaction, may, at our option, be reversed; and (iii) we may, at our option, refuse to process any additional transactions until you have paid the overdraft amount. If a transaction is not initiated due to non-sufficient funds, we may, at our option, attempt to initiate the transaction the following Business Day and this date will be considered the new initiation date. Processing of Loan Payments from your External Deposit Account is subject to the rules of the entity holding the External Deposit Account, and we will not be liable or otherwise responsible for any decisions by the institution holding the External Deposit Account.

Late Payments and Liability. We are under no obligation to notify you if we do not complete a Loan Payment for any reason, including, without limitation, because there are non-sufficient funds in your Deposit Account to process a transaction or an External Loan Payment is rejected or returned, unless otherwise required by law. In all cases, you are responsible for either making alternative arrangements for the payment, which may include rescheduling the payment through the Service.

In addition to other limitations of liability under this Schedule and the Master Agreement, we will not be liable for any loss relating to any Deposit Account, any other account with us, or the Service. For instance, we will not be liable the following:

- if, through no fault of ours, you do not have enough funds in your Deposit Account to make the Payment or Transfer or the Payment or Transfer would exceed any permitted overdraft protection you have with us; circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, pandemic, acts of war, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transaction despite reasonable precautions taken by us;
- your computer, telephone, phone lines, or our computer systems are not working properly or are temporarily unavailable;
- the funds in your Deposit Account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal;

- the information supplied by you or a third party involving the Deposit Account, Payment, or Transfer, is incorrect, incomplete, or untimely;
- we have a reasonable basis for believing that unauthorized use of your Credentials has occurred or may be occurring;
- the payee does not process a Payment promptly or correctly; or
- for any other reason specified in this Schedule, in any schedule, or Other Agreement relating to the service through which such Payment is made.

Without limiting the foregoing and except as specifically provided, we will also not be liable for late charges, interest, penalties, or other amounts incurred for failure to allow sufficient time for processing and delivery of any Transfers or Payments so long as we have complied with the provisions of this Schedule.

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Notice of Unauthorized Use; Errors. You will notify us immediately if you believe your Credentials or other Security Procedure have become known or an unauthorized transaction has occurred involving any Deposit Account or other account accessed through the Service. We will have no liability for your failure to safeguard any Credentials as required by the terms of any Payment Service or Other Agreement, and you will immediately indemnify, defend, and hold us harmless from all claims, actions, proceedings, losses, and damages related to or arising out of any unauthorized transaction.

You will notify us as soon as possible if you think any transaction history, periodic statement, or Loan Account transaction information is wrong or if you need more information about a transaction listed on your transaction history or periodic statement or otherwise shown on the Service records. We must hear from you no later than 30 days after we send or otherwise make available to you the transaction history or periodic statement reflecting the unauthorized, incorrect, or erroneous transaction. Your notice must include your name and account number; a description of the unauthorized, incorrect, or erroneous transaction and a description of why you believe the transaction to be unauthorized, incorrect, or erroneous; and the dollar amount of such transaction. If the transaction in question involves a Payment, your notice must also include the information and satisfy the timing requirements set out in the Schedule or Other Agreement governing the service through which such Payment was made. In any event, we will have no responsibility for any Payment that is rejected due to your selection of any third party fraud prevention service or your failure to use such service where required in connection with any such Payment service.

Transfer Scheduling. If the date a Transfer is scheduled is a day other than one of our Business Days, we will initiate the transaction on the next Business Day. You may submit instructions for Transfers to be made on the same Business Day provided that your request is submitted and accepted by us before any applicable cut-off

time that we may establish for processing transactions through the Service established by us from time to time. If a transaction is entered by you and accepted by us after our applicable cut-off time or not on a Business Day, the transaction will be initiated the next Business Day. You may also schedule transactions to be initiated on a future Business Day.

Service Availability. The Service will generally be available seven (7) days a week. The Service may be unavailable from time to time for Scheduled Maintenance. There also may be unscheduled down-time, but we will work to minimize such interruptions in service.

Transaction Limitations. In addition to any restrictions or limitations imposed by any of the Other Agreements, we limit the number of transfers or withdrawals you may execute through the Service. If you have provided instructions for more than one transaction to be processed, we may select to process them in any order.

Recurring Transactions. You may choose to schedule a transaction to recur at regular weekly, monthly, quarterly, annually, or other interval that we make available. If a recurring transaction is scheduled to occur on a day that is not a Business Day, or on a day that is not included in a particular month (e.g., the 29th or the 31st), your transaction will be initiated (if accepted by us) on the Business Day immediately following the day upon which the recurring transaction is scheduled.

Access to Funds. Funds may be withdrawn from your Deposit Account designated for a transaction on the Business Day applicable to the transaction. Once debited, you will not have use of such funds in your Deposit Account, even if they have not yet been received by a payee or credited to a Loan Account. Such funds will not be available for payment of other items, calculation of minimum balances, interest accrual, or otherwise.

Canceling or Changing Transactions. You may use the Service to cancel or change individual or recurring transactions you have scheduled through the Service. Such transactions may be canceled or changed provided such request to cancel or change the transaction is submitted and accepted by us no later than any cut-off time on the Business Day applicable to the transaction (in the case of Transfers), and no later than the cut-off time applicable to the Service through which the transaction is initiated (in the case of Payments). If you do not use the Service to cancel or change a transaction, or if you send us a message through our secure message system, mail us, or call us to change or cancel a transaction, we must receive your request in accordance with the "Notices" provision of the Master Agreement at least three (3) Business Days before the date the transaction is scheduled to be processed. If you call, we may require that you send us a written confirmation of your request within ten (10) days after your call. If we do not receive and acknowledge such receipt in writing such a request to change or cancel a transaction within at least three (3) Business Days before it is to be initiated, we will not be liable for any losses or damages incurred by you if the transaction was not canceled or changed.

Credentials and Security. During your enrollment for the Services, you are required to select or will be assigned Credentials. Additional or different Credentials may be required at the time of enrollment and thereafter at our discretion. Use of these Credentials is the agreed security procedure to access the Service. Without limiting any

other requirements of any service accessed through the Service or any of the Other Agreements, you must keep these Credentials confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Services. Providing or allowing access to your Credentials to or by another person will constitute authorization to access all accounts (including External Deposit Accounts) for all purposes, including initiating Payments and effecting Transfers on such accounts through any Services accessed through this Service, regardless of whether such person has otherwise been expressly granted authority to take action with respect to such account. Any such authorization will continue until you have notified us that such person is not authorized to act with regard to the Service, we have acknowledged receipt of your notice in writing, and we have had a reasonable opportunity to act on the notice. If the confidentiality of your Credentials are, or you believe may be compromised, you must notify us immediately in the manner required under the Master Agreement.

Termination or Inactivity. We can terminate the Service (or any Service functionality) without notice to you for any reason except where such notice is required by Applicable Law, including but not limited to, if you do not comply with this Schedule or any of the Other Agreements. Termination of the Service will cancel any scheduled Transfer and Payment that have not been processed prior to the effective time of such termination. However, without limiting our other rights of termination or suspension hereunder, after 90 consecutive days of inactivity, whether or not a fee is paid and whether or not there are any scheduled Transfers or Payments pending, the Service may be terminated.

Cancellation of Service. If you wish to cancel the Service, you may do so through the Service or by otherwise providing us notice in accordance with the Master Agreement. Cancellation will be effective once we have acknowledged receipt of your notice in writing and have had a reasonable time to act upon your notice.

DESCRIPTION OF SERVICES.

Viewing Transaction History. The Service allows you to review transaction information for your Deposit Account or Loan Account registered with the Service. We may make previous transaction information (i.e., your transaction history) available for you to view through the Service. If your transaction history is available through the Service, we may in our discretion change the length of time that transaction history is available or discontinue its availability without prior notice.

Downloading Information. You may download transaction information made available through the Service in electronic formats. We may change the available download formats in our discretion without prior notice.

Viewing Online Documents. You may be offered Electronic Notices and other documents for viewing online. In addition to with your browser, we may make the document available in PDF format. To view, download, or print documents in PDF format, you may need to utilize Software available through third parties.

Transfers Between Accounts.

Permitted Transfers. You may use the Service to transfer funds between Deposit Accounts ("**Internal Transfers**") or between a Deposit Account and an External Deposit Account ("**External Transfers**") enrolled in the Service. With respect to each External Deposit Account, you represent and warrant to us that you own or control (either individually or jointly with others) such account or, if we agree, in our discretion, that you're an authorized signer on such account, and you have an unrestricted right to withdraw funds. Internal Transfers and External Transfers are referred to jointly as "**Transfers**," unless the context indicates otherwise.

We may limit you to six (6) transfers or withdrawals per month or statement period from period from a Deposit Account that is a transaction-limited account (such as a savings or money market account) subject to the maximum dollar amount. We reserve the right to amend these limits and may refuse to process any Transfer request that exceeds them. Each Transfer through the Service from a transaction-limited account may be counted as a transaction on such account subject to limitations described in the Account Disclosures. Transfers may be sent from your eligible Loan Account to a Deposit Account. Transfers from Deposit Accounts to Loan Accounts are considered Loan Payments and are not available through the "Transfer" function of the Service. To make payments to "Loan Accounts" from Deposit Accounts, see the "Loan Payments" section below.

Enrolling External Deposit Accounts. External Transfers require that an External Deposit Account be enrolled in the Service. By enrolling an External Deposit Account, you authorize us to initiate debit and credit entries to and from a Deposit Account and the External Deposit Account, which authorization will remain in full force and effect until you remove the External Deposit Account enrollment with us online or by contacting our customer service center. To enroll an External Deposit Account, you must authenticate and validate your authority to act with respect to such External Deposit Account to our satisfaction.

When an External Transfer has successfully been initiated, our records will reflect that it has been posted. The amount of an External Transfer from your Deposit Account may be debited as soon as we have initiated your External Transfer. The amount of an External Transfer to your Deposit Account will not be credited until funds are actually received and the Transfer is deemed to be effective, which may take several Business Days and funds may not be immediately available when credited to your Deposit Account.

Online Statements and Electronic Notices. You will be able to view statements and certain Electronic Notices online for Deposit Accounts that currently or previously may have received periodic paper statements.

Online Delivery Service. By choosing the online delivery service, you are requesting online delivery of periodic statements and other certain Electronic Notices for one or more Deposit Account. With online delivery of statements, you will not receive a paper copy of your paid and canceled checks. We have no obligation to store the original of any canceled check. Your statements must provide all information necessary to determine the authenticity of your transactions, including whether any are forged, altered, or

unauthorized. You may request us to provide a copy of your canceled checks, subject to any research or fees, as provided in the Account Disclosures.

Online Delivery of Important Notices. You're deemed to have received Electronic Notices when they are posted in the Service. You continue to be responsible for examining your statements (including information about canceled checks) and other disclosures and reporting any error or discrepancies in accordance with Applicable Law and the Account Disclosures.

Termination of Online Delivery. Either party may terminate the Service at any time upon notice (meeting the requirements set forth in the Other Agreements). Certain Deposit Accounts are only offered with online delivery. If you choose to stop online delivery for such Deposit Accounts, paper delivery will be provided in the future and in accordance with the terms and conditions in your Account Disclosures, which may include, for example, additional fees, reduced interest, and termination.

Self-Service. You may perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly account statements, changing your address and phone number, and changing your online identification and Credentials.

Loan Payments. You may initiate Loan Payments on Loan Accounts. Payments may be made from Deposit Accounts with us ("**Internal Loan Payments**") or from an External Deposit Account ("**External Loan Payments**"). By enrolling an External Deposit Account and scheduling an External Loan Payment, you authorize us to initiate debit and credit entries to and from the External Deposit Account and the designated Loan Account and to make adjustments and corrections as we deem necessary. Internal Loan Payments and External Loan Payments are referred to jointly as "**Loan Payments**," unless the context indicates otherwise.

Payment Services. If you subscribe to our payment-related Services ("**Payment Services**"), such as ACH Services and Funds Transfer Services, you will be able to initiate payments through the Services on the terms and conditions set forth in the schedules for those Services. Payment Services can be used with your Deposit Accounts to the extent you are approved by us for such use. Valid Credentials will allow you to use the computer to initiate, cancel, or modify payments through the Payment Services as provided in the terms and conditions to which the Payment Services are subject.