

MASTER DIGITAL BANKING SERVICES AGREEMENT (COMMERCIAL BANKING CLIENTS)

THIS MASTER DIGITAL BANKING SERVICES AGREEMENT (“**Master Agreement**” or this “**Agreement**”) is made between Company and **LAKE CITY BANK**, an Indiana banking corporation (“**Bank**”). This Agreement sets forth the general terms and conditions for Company’s use of any digital banking services, including any treasury management services (each individually a “**Service**” and collectively the “**Services**”) that Bank may make available to Company. Bank may require Company to submit to, and execute, separate Services Addenda in addition to this Agreement, prior to providing certain Services to Company. Company understands and agrees that this Agreement and the Related Agreements are the complete and exclusive statement of the agreement between the parties with respect to the Services provided to Company by Bank, and supersede any prior agreement(s) between Bank and Company with respect to such Services. Company acknowledges that it has received this Agreement, and any Related Agreements, and that use of the Services will constitute acceptance by Company of the Agreements and Related Agreements. The terms of this preamble are binding upon the parties hereto.

A. GENERAL TERMS

- 1 **Definitions.** As used in this Agreement, the following terms will have the following meanings unless otherwise stated for a particular Service:

- 1.1 “**Access Credential(s)**” has the meaning given that term in Section A.6.1 below.
- 1.2 “**Account**” means any commercial demand or time deposit account maintained with Bank as designated on Company’s Application from time to time (and shall include loan accounts where so indicated on Company’s Application, if permitted for specific Services), or any other account that requires use of the Services, and as approved by Bank for Company’s use subject to any additional terms that may apply.
- 1.3 “**Account Terms and Conditions**” means the “Terms and Conditions of Your Deposit Account” which govern the operation and use of Company’s deposit Account with Bank, as they may be amended from time to time.
- 1.4 “**ACH**” means an automated clearing house network used for electronic transfers of funds between deposit accounts at financial institutions.
- 1.5 “**ACH Operator**” means a Federal Reserve Bank, including without limitation, the United States Federal Reserve Bank of Chicago, or other entity that provides clearing, deliver, and settlement services for ACH Entries, as defined by the Rules, and other services, all as more fully described and defined in the Rules.
- 1.6 “**ACH Transfer**” means a funds transfer made through an electronic network for financial transactions operated by an ACH Operator.
- 1.7 “**Administrator**” means the person or persons appointed by the Primary Contact (or if the same person as the Primary Contact, authorized by Company’s authorizing resolutions certified to Bank) with the authority to act on behalf of Company with respect to the Services to be provided to Company hereunder, and designated as such on the Application. If an Administrator is not designated by Company, the Primary Contact shall be the Administrator.

- 1.8 “**Applicable Law**” means applicable state and federal laws, including without limitation, the Uniform Commercial Code, as enacted in the State of Indiana, the Rules, the EFTA, federal, state and local laws and regulations, each as may be amended from time to time, applicable to Bank or Company, including, without limitation, Regulation CC, 12 CFR Part 229 (“**Regulation CC**”), all “Operating Circulars” promulgated by the Board of Governors of the Federal Reserve System, and the regulations promulgated by the Office of Foreign Assets Control (“**OFAC**”).
- 1.9 “**Application**” means the Digital Banking Services application completed by Company and delivered to Bank as of the date hereof, as amended or modified thereafter from time to time.
- 1.10 “**Authorization**” means Company’s written request, instruction, or notification in any form.
- 1.11 “**Authorized User**” means the person or persons authorized by the Administrator (or a Service-specific administrator appointed by the Administrator, including but not limited to the DBS Administrator) to access and use the Services as specified by the Administrator and communicated to Bank.
- 1.12 “**Available Funds**” means funds on deposit in an Account and available for withdrawal pursuant to Regulation CC and Bank’s applicable funds availability schedule and policies.
- 1.13 “**Business Day**” means any day, Monday through Friday, that Bank’s main office is open for business, excluding federal holidays.
- 1.14 “**Check**” means a draft, payable on demand and drawn or payable through a bank chartered by a state or the United States, whether or not negotiable, handled for forward collection, including a substitute check, payable in United States dollars.
- 1.15 “**Component**” has the meaning set forth in Section A.4.11.
- 1.16 “**Confidential Information**” has the meaning set forth in Section A.7.
- 1.17 “**Device**” has the meaning set forth in Section A.4.8.
- 1.18 “**Digital Banking Services**” has the meaning set forth in Section B.2.
- 1.19 “**Digital Password**” means the password credential used in connection with the User ID to access Services.
- 1.20 “**EFTA**” means the Federal Electronic Funds Transfer Act, 15 U.S.C. Section 1693, et. seq. and Federal Reserve Regulation E, 12 C.F.R. Part 205.
- 1.21 “**Enhancements**” has the meaning set forth in Section A.16.
- 1.22 “**ENR**” means the ACH Standard Entry Class code “Automated Enrollment Entry”.
- 1.23 “**Entry**” has the meaning given in the Rules.
- 1.24 “**Improvements**” has the meaning set forth in Section A.16.
- 1.25 “**Item**” means a Check, draft, note or other negotiable instrument.

- 1.26 “**NACHA**” means the National Automated Clearinghouse Association.
- 1.27 “**Payment Order**” means a request, order, instruction, or other directive for the payment, transfer, withdrawal, or disposition of funds from any Account, including a wire or funds transfer, or any amendment or cancellation thereof. The term “Payment Order” does not include any Item drawn, issued, deposited, or anything similar by Company.
- 1.28 “**Person**” means an individual, a corporation, a limited liability company, an association, a partnership, a trust or estate, a joint stock company, an unincorporated organization, a joint venture, a government (foreign or domestic), any agency or political subdivisions thereof, or any other entity
- 1.29 “**Primary Contact**” means the person or persons identified by Company on its Application and in Company’s authorizing resolutions and certified to Bank as the primary contact person for purposes of communicating with Bank regarding the Services and designating the Administrator and Authorized Users. The Primary Contact may also be the Administrator.
- 1.30 “**Related Agreement**” means any Addenda or Supplement to this Agreement for Services requested by Company from time to time, User Guides issued by Bank in connection with the Services, Company’s Application, the Security Procedures Supplement, as well as any other schedules, supplements, or exhibits to the Addenda, Supplement, or the Application, the Account Terms and Conditions, and all other agreements, policies and disclosures issued by Bank and governing the Account, as they may be amended from time to time.
- 1.31 “**Rules**” means the NACHA Operating Rules and Guidelines, as they may be amended from time to time.
- 1.32 “**Security Enhancements**” has the meaning given it in the Security Procedures Supplement.
- 1.33 “**Security Procedures**” means all of the security requirements described in the Security Procedures Supplement attached hereto as **Schedule I**, whether mandatory or discretionary, as well as those additional procedures that may be described in a Services Addendum.
- 1.34 “**Service**” or “**Services**” has the meaning set forth in the preamble to this Agreement.
- 1.35 “**Services Addendum**” or “**Services Addenda**” or “**Addenda**” means any addendum or supplement with respect to one or more of the Services, and issued in connection with this Agreement from time to time, as agreed to by Bank and Company.
- 1.36 “**Transaction**” means any transaction on an Account, including a deposit, withdrawal, or funds transfer made electronically by use of the Digital Banking Services.
- 1.37 “**UCC**” means Ind. Code Ann. § 26-1-4.1-101, et. seq.
- 1.38 “**User Guide**” means one or more operating manuals or guides provided by Bank to Company, either online or in hard copy, in connection with certain of the Services set forth herein to assist Company in using such Services.
- 1.39 “**User ID**” means Company’s user identification registered in connection with Services.

1.40 Unless otherwise defined in this Agreement, any capitalized term used in this Agreement shall have the meaning ascribed by the Rules.

2 **Applicability.** This Agreement applies to any Services Bank provides Company in connection with an Account. Bank has the sole discretion to determine whether Company or any Account is eligible for any Service and may withdraw any prior eligibility determination at any time. Company or an Account may not be eligible for all Services.

3 **Incorporation; Order of Precedence; Rules of Construction.**

3.1 The terms and conditions of this Agreement are incorporated into, and binding upon, each Related Agreement. This Agreement and any applicable Related Agreements are intended to be read as complementary to one another. To the extent of a direct conflict between the Agreement and any Related Agreement, the Related Agreement shall control unless otherwise stated.

3.2 In the event performance of the Services provided herein in accordance with the terms of this Agreement or any Related Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the Transactions contemplated by this Agreement, then this Agreement and any relevant Related Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment.

4 **Standard Terms for Services.** This section sets forth the standard terms and conditions which apply to Company's use of any Services.

4.1 **Digital Passwords.**

(a) Bank is entitled to act upon instructions received with respect to any Service under Company's User ID and Digital Password and without inquiring into the identity of the person using the Digital Password. Company shall immediately change its Digital Password upon the first login. Company agrees that it will not under any circumstances disclose its Digital Password to anyone, including anyone claiming to represent Bank. The Company acknowledges that no one from Bank will ever ask for a Digital Password, and that Bank employees do not need the Digital Password for any reason.

(b) Company is liable for all Transactions made or authorized with the use of its User ID and Digital Password. Bank has no responsibility for establishing the identity of any person who uses the User ID and Digital Password. Company agrees that providing the User ID and/or Digital Password to anyone or failure to safeguard its secrecy is done at its own risk. Should any fraudulent or unauthorized Transactions occur as a result of the Company providing its User ID and/or Digital Password to anyone, Bank shall not be liable for any losses incurred by Company in connection therewith. The Digital Password can be changed within the Digital Banking Services portal. Bank recommends that the Company regularly change its Digital Password. Company agrees that if it suspects the secrecy of its Digital Password has been compromised, Company will immediately notify Bank of that fact and will immediately change the Digital Password.

4.2 **Indemnity.** Company hereby agrees to indemnify, release, and hold Bank harmless from any and all liability, and hereby agrees to waive any claim against Bank or bring any action against Bank, relating to its honoring or allowing any actions or Transactions that were conducted under Company's User ID and Digital Password, except to the extent permitted under Regulation E.

- 4.3 **Authorization.** By directing Bank, through the use of any Service initiated with Company's User ID and Digital Password, to transfer funds or make a payment of any kind, Company authorizes Bank to withdraw from the designated Account the amount of funds required to complete the transaction. Requests for new Account Services, instructions to change existing Account information or Services, and any other communications received by Bank through the Digital Banking Services portal to amend, modify, supplement, extend, terminate, or otherwise adjust the Services shall constitute legal endorsements, and shall have the same force and effect as a signed written instruction.
- 4.4 **Errors.** In case an error is discovered or in case of questions about a Transaction made using the Services, Company is directed to contact the One Call Center at (888) 522-2265, write to Lake City Bank, Client Protection Services, PO Box 1387, Warsaw, IN 46581-1387, or email Bank at lcbdirect@lakecitybank.com as soon as Company can, but (with the exception of any error or problem involving an unauthorized ACH Debit Entry to an Account) in no event later than 1 calendar day after the FIRST statement is issued on which the problem or error appeared. Any such communications should include: The name of each Account holder on the Account. **IMPORTANT – Do NOT include Company's Account number if contacting us via email since email is not a secure form of communication.** Describe the error or the Transaction Company is unsure about, and explain as clearly as possible can why Company believes it is an error or why Company needs more information. Tell Bank the dollar amount of the suspected error. If Company informs Bank verbally, Bank may require Company to submit their complaint or question in writing within 10 Business Days.
- 4.5 **Investigations.** Bank will inform Company of its investigation within 10 Business Days (5 Business Days if involving a Visa® transaction) after Bank is notified by Company and will correct any error promptly. If Bank requires additional time to complete an investigation, however, Bank may take up to 45 calendar days to investigate Company's complaint or question. If Bank decides to do this, Bank will credit Company's Account within 10 Business Days (5 Business Days if involving a Visa® transaction) for the amount Company reasonably believes is in error, so that Company will have the use of the money during the time it takes Bank to complete its investigation. If Bank requests Company to put its complaint or question in writing and Bank does not receive it within 10 Business Days thereafter, Bank may not credit Company's Account. For errors involving new Accounts, point-of-sale, or foreign-initiated Transactions, Bank may take up to 90 days to investigate Company's complaint or question. For new Accounts, Bank may take up to 20 Business Days to credit Company's Account for the amount Company reasonable believes is in error. If Bank decides that there was no error, Bank will send Company a written explanation within 3 Business Days after Bank finishes its investigation. Company may request copies of the documents that Bank used in its investigation.
- 4.6 **Liability Stemming from Incomplete Account Transfers.** If Bank does not complete a transfer to or from Company's Account on time or in the correct amount according to Company's instructions, subject to any other limitations on liability in this Agreement, Bank will be liable for Company's actual losses or damages. Bank shall not be liable should any of the following occur:
- (a) If, through no fault of Bank, Company does not have enough money in its Account to complete the Transaction.
 - (b) If the Transaction would exceed the limit of Company's overdraft privileges (if available).
 - (c) If the Service was not working properly and Company knew about the breakdown when it started the Transaction.

- (d) If circumstances beyond Bank's control (such as fire or flood or other force majeure) prevented the Transaction, despite reasonable precautions that Bank has taken.
- (e) If a court order or other legal proceeding prevents Bank from making a Transaction.
- (f) If Company does not properly complete the deposit or payment form.
- (g) If Company does not provide the correct information when using the Service.
- (h) If Bank is provided with incomplete or inaccurate information from external sources involved in processing the transfer, payment, or direct deposit.

The foregoing exclusions to our liability for Bank's failure to complete a transfer to or from Company's Account in a timely manner or in the correct amount are in addition to any other exclusions, exceptions or limitations to Bank's liability set forth in this Agreement, any Related Agreement, or the Account Terms and Conditions.

4.7 Security Risks. There are security risks associated with the use of the Services. The hardware and software that Company uses in connection with the Services may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. Bank is not responsible for advising Company of the existence or potential effect of such malicious code, and Company's use of its hardware and software is at its own risk. The Bank will use commercially reasonable efforts to secure the portions of the Services under Bank's control to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite Bank's efforts, the security of the Service could be compromised or malicious code could be introduced by third parties. The Bank will provide Company with notice if Company's information is the subject of a security breach as required by Applicable Law.

4.8 Devices; Security. Company acknowledges and agrees that it is Company's responsibility to protect itself and its cellular or mobile device ("**Device**") and to be vigilant against email and/or text messaging fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). Company acknowledges that Bank will never contact Company by email or text message to ask for or to verify Account numbers, security Devices, or any sensitive or Confidential Information. In the event Company receives an email, text message, or other electronic communication that it believes, or has reason to believe, is fraudulent, Company agrees that it shall not respond to the communication, provide any information to the sender of the communication, click on any links in the communication, or otherwise comply with any instructions in the communication. To the extent allowed by law, Company agrees that Bank is not responsible for any losses, injuries, or harm incurred by Company as a result of any electronic, email, text message or internet fraud.

4.9 Internet Access. To access the Services, Company must maintain at least one Account with Bank, access to internet services, and an email address. Upon receipt of a completed Application and its verification of the information contained therein, Bank will provide written confirmation to Company of its enrollment in the Services. The Services are accessed via the internet by logging into Bank's website using a user identification and password. Bank will communicate an assigned user identification and Digital Password directly to the Primary Contact.

4.10 Changes to and Interruption of the Services. Bank may on a regular basis perform systems maintenance which may result in interrupted service or errors in the Services, or affect the

scope of Services available from time to time. Bank will attempt to provide prior notice of such interruptions and changes, but cannot guarantee that such notice will be provided.

4.11 **Components.** In order to use a Service, Bank may provide, or Company may be required to obtain appropriate equipment that may include a Check scanning device, hardware or software, telecommunication services, access to the internet, and/or Devices (each a “**Component**”) as Bank may specify. The necessary Components may vary from Service to Service and the Components for one Service may not work or be sufficient for another Service. Unless Bank has agreed otherwise, Company shall be solely responsible for obtaining any necessary Components, ensuring that each Component conforms to the standards established by Bank, and for all maintenance and operation of any Component necessary for performing any Service. Company shall be solely responsible for all costs or expenses, one-time and re-occurring, related to the Components. Bank makes no representations or warranties concerning, and has no responsibility or liability for any Component, regardless of whether Bank specified, mandated, provided, delivered, or otherwise makes available any Component. Company assumes sole responsibility for any and all loss, damage or injury arising with respect to any Component, or with respect to a security breach. Company has considered and assumes all risks, including potential malware, viruses, or anything similar, associated with the availability or security of or access to the internet.

4.12 **Text Banking.** The Digital Banking Services mobile app combined Company’s Devices’ text messaging capabilities allows Company to access its Account with its Device. With Text Banking, Company is able to review current Account balances and Transaction history. For help, text “HELP” to 79680. To cancel Company’s plan, text “STOP” to 79680 at any time. In case of questions please contact customer service at lcbdirect@lakecitybank.com or call (888) 522-2265. These Services are separate and apart from any other charges that may be assessed by Company’s wireless carrier for text messages sent to or received from Bank. Company is responsible for any fees or other charges that its wireless carrier may charge for any related data or message services, including without limitation for short message service (text messaging). These Services are provided by Bank and not by any other third party. Company and Bank are solely responsible for the content transmitted through the text messages sent to and from Bank. Company must provide source indication in any messages it sends to Bank (mobile telephone number, “From” field in text message, etc.).

5 **Additional Services.**

5.1 **Services Addenda.** Company may request that Bank make available to it certain digital banking services and treasury management Services as indicated on an Application (as the same may be amended from time to time). Bank agrees to provide the Services for use with the Accounts, subject to the terms and conditions set forth herein and in the applicable Addenda.

5.2 **Application Procedure.** Upon receipt of the signed Application and verification of Company Account information, Bank will send to Company, either by email, U.S. mail, or in person, confirmation of Bank’s acceptance of Company’s Application, and such accepted Application will be incorporated by reference herein. If Company requests, and Bank agrees to provide, additional Services in the future, they will be subject to this Agreement, as well as any Services Addenda or schedules or User Guides relating thereto.

6 **Security Procedures.**

6.1 Company and Bank shall comply with the Security Procedures requirements described in the Security Procedures Supplement, attached hereto as **Schedule I** and incorporated herein by

reference, with respect to the Services, as well as any additional Security Procedures unique to the Services as may be more fully described in a Services Addendum or User Guide. Bank may change or amend the Security Procedures from time to time. Bank will provide at least 15 days prior written notice to Company of any material changes, unless in Bank's sole judgment a shorter notice period is necessary. Company's continued use of the Services will affirm its agreement to the amended Security Procedures Supplement. Company is required to follow the Security Procedures in connection with its use of the Services for which it has enrolled, and will establish one or more User ID's, Digital Passwords, and/or other means of identification and authentication (each, an **"Access Credential"**). Company acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a funds transfer or other aspect of the Services request. No Security Procedure for the detection of any such error has been agreed upon between Bank and Company. Company is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized funds transfers. Company warrants that no individual will be allowed to initiate funds transfers or instructions with respect to the Services in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and Access Credentials and related instructions provided by Bank in connection with the Security Procedures. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Bank immediately followed by written confirmation in accordance with notice procedures set forth below. The occurrence of unauthorized access will not affect any funds transfers or Services delivery made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized funds transfers. Company warrants that the computer hardware it uses to initiate and transmit funds transfers possesses, and will be updated as required from time to time to possess, state-of-the-art computer software (such as anti-spyware and anti-virus software) to help prevent the theft or unauthorized use of Company's Access Credentials.

- 6.2 Each time Company uses the Services, Company warrants that Bank's Security Procedures are commercially reasonable (based on the normal size, type, and frequency of Company's Transactions). Some of the Services allow Company or Company's Primary Contact to set transaction limitations and establish internal controls. Company's failure to set such limitations and implement such controls increases Company's exposure to, and responsibility for, unauthorized Transactions. Company agrees to be bound by any funds transfer or Payment Order or instruction Bank receives through the Services, even if the order is not authorized by Company, if it includes Company's Access Credentials or is otherwise processed by Bank in accordance with Bank's Security Procedures.
- 6.3 Company agrees to: (i) comply with the Security Procedures; (ii) take reasonable steps to safeguard the confidentiality and security of (a) the Security Procedures and Company's Access Credentials, (b) any User Guide for the Services provided to Company, and (c) any other Confidential Information Bank provides to Company in connection with the Services; (iii) closely and regularly monitor the activities of its Administrator, any Authorized Users, or any other employee who can access the Services, and exercise proper supervision and safeguards and maintain internal control procedures to safeguard against unauthorized online banking or electronic funds transfer activity; and (iv) notify Bank immediately if Company has any reason to believe any of the Security Procedures or Access Credentials have been compromised in any way. The occurrence of unauthorized access will not affect any funds transfers or Services delivery made in good faith by Bank prior to receipt of notification of unauthorized access or the compromise of Security Procedures within a reasonable time period to prevent unauthorized funds transfers. Company warrants that the computer hardware it uses to access the Services possesses state-of-the-art

computer security software (such as anti-spyware and anti-virus software), and that it will update such software as updates are released by the manufacturer.

- 7 **Confidential Information and Proprietary Right In Data.** All information of a business nature disclosed by either party to the other in connection with this Agreement and the Services Addenda is confidential, including Access Credentials and the Security Procedures, (“**Confidential Information**”). Neither party shall without the express written consent of the other, disclose or permit access to any such Confidential Information by any person, firm or corporation and each party shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such Confidential Information to persons required to have access thereto for the performance of this Agreement, or to any other party to which Bank may be required by law to report such information. Company agrees to hold confidential and to use only in connection with the Services provided under this Agreement and any Services Addenda, all information furnished to Company by Bank or by third parties from whom Bank has secured the right to use the Services, including, but not limited to, Bank’s product and Service pricing structure, system design, programming techniques or other unique techniques. Bank and Company’s obligations and agreements under this paragraph shall not apply to any information supplied that: was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is acknowledged and agreed by the parties hereto that the performance of said Services is or might be subject to regulation and examination by authorized representatives federal and state banking regulators and Company agrees to the release of Company’s reports, information, assurances, or other data as may be required by them under Applicable Law. Company agrees that any specifications or programs developed by Bank in connection with this Agreement, any Services Addenda supplied or made available to Company by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.
- 8 **Recording and Use of Communications.** Company and Bank agree that all telephone conversations or data transmissions between them or their agents and Bank made in connection with this Agreement and any Addenda may be electronically recorded and retained by either party by use of any reasonable means.
- 9 **Accounts and Authorization.**
 - 9.1 Concurrent with or prior to Company’s delivery of this Agreement to Bank, Company shall provide Bank with evidence satisfactory to Bank of Company’s authority, and the authority of its Primary Contact, Administrator, and Authorized Users, as applicable, to execute and perform its obligations hereunder, which shall consist of Company’s authorizing resolutions and incumbency certificate certified by its corporate secretary or similar officer, and such other documents as Bank may reasonably require. Bank is entitled to rely upon such evidence and upon amendments thereto executed by an authorized person.
 - 9.2 Company’s Application may list certain Accounts that Company wishes to access with the Services. If it includes Accounts of Company’s parent, subsidiaries or affiliates, Company represents to Bank that these companies have authorized Company and Company’s Primary Contact or Administrator to access their Accounts through the Services in the same manner as Company’s own Accounts. Company agrees to provide Bank with the written Authorization, in form and substance acceptable to Bank, evidencing that authority and to notify Bank immediately

in writing of any change to that Authorization. Company may need to designate certain Accounts for specific purposes in connection with some of the Services. If Company links more than one Account to Bank's wire or ACH Services, for example, Company will need to specify on its Payment Orders the Account from which funds transfers should be made.

9.3 Company shall designate a Primary Contact in the Application (and an Administrator, at Company's option or if directed by Bank) with the authority to determine who will be authorized to use the Services on Company's behalf. The Primary Contact shall establish separate Access Credentials, where required by the Services, for Company and each Administrator and Authorized User, as well as limits on each Authorized User's authority to access information and conduct Transactions, subject to any maximum limitation imposed by Bank on Company. Company assumes sole responsibility for the actions of its Primary Contact and/or Administrator, the authority he or she gives to Authorized Users to act on Company's behalf, and the actions of the Authorized Users to access the Services. Company may change the appointment of Primary Contact, Administrator, or Authorized Users by immediately notifying Bank in writing (or via the Services) of any change in the identity or Authorization levels of any person so appointed.

9.4 Company or its Primary Contact shall designate on the Application which Accounts will be utilized for Services payments and funds transfers. Some funds transfers require only one signature, while other funds transfers may require two or more signatures. For Accounts with two signatures required on the core, we are "by-passing" that coding for online Transactions such as internal transfers and Bill Payments. ACH and wires would require two users but not necessary any of the two signers. Bank reserves the right to require only one, or more than one signature to effect any funds transfer at its sole discretion.

9.5 In providing any Service, Bank is entitled to rely solely on the information, representations and warranties provided by Company pursuant to this Agreement, the Application, any signature card, or any other documentation provided by Company in connection with an Account or Service, and Bank shall not be responsible for the accuracy or completeness thereof.

10 **Financial Information.** Unless otherwise specified in a Services Addendum, upon request by Bank, Company will furnish to Bank Company's most recent financial information, including without limitation balance sheets, income statements, and cash flow statements as of the close of the most recent fiscal year. Additionally, Bank may request and Company shall furnish quarterly statements consisting of balance sheets, cash flow statement, and income statements, for such period, in reasonable detail, prepared in accordance with generally accepted accounting principles consistently applied, and Company represents to Bank that any such statements are true and correct in all material respects when furnished to Bank.

11 **Fees and Charges.**

11.1 So long as this Agreement remains in effect, Company agrees to pay to Bank fees ("**Fees**") for the Services in accordance with the then current Bank fee schedule ("**Bank Fee Schedule**"), or such other fees and charges as may be agreed upon from time to time by Company and Bank. Bank shall have the right to increase or decrease Fees and charges imposed for Services without prior written notice, and Company's continued use of the Services will be considered evidence of its agreement to such increase or decrease; however, Bank will to the extent commercially reasonable provide Company prior notice of any changes in Bank Fee Schedule or any other agreed upon fees. Company may incur charges to receive internet service on its Device. Company may also incur charges from its wireless carrier when sending and receiving text messages. Company will be responsible to its wireless carrier for any such internet or text messaging charges. Company is also

responsible for the costs of any communication lines, data processing, or other charges payable to third parties, as disclosed to Company by Bank from time to time. Company shall be responsible for the payment of any sales, use, excise, value added, or other similar charges relating to the Services. Fees for the Services will be charged and collected as designated on the Application or as otherwise may be communicated by Bank to Company. Special or additional Services performed at Company's request will be subject to such additional terms and fees as Bank and Company may agree.

11.2 All charges for the Services may be subject to Account analysis calculations and billing, through an Account chosen by Company. Company authorizes Bank to deduct any charges for Services, maintenance and use of uncollected funds from the designated Account, even if such deduction causes an overdraft to the Account. If Company closes the designated Account, Company must notify Bank prior to the end of the month in which the Account closes with information as to the new designated Account to receive the charges. Upon failure to notify Bank of the Account closure, Bank will designate another Account, owned by Company, from which to collect the charges owed. Likewise, if Company is billed and is 90 days or more past due on payment, Bank is authorized to deduct these charges from the Account then designated by Bank. Should Company fail or refuse to pay any charges under this Agreement, Company agrees to pay any collection costs (including reasonable attorney's fees) which may be incurred by Bank.

12 **Access to Account Data.** Some of the Services provide Company with balance and other Account information. Since certain information and Transactions are not processed by Bank until after the close of its Business Day, some Transactions may not be reflected in Bank's system until the next Business Day. Posted Items may be reversed due to insufficient funds, Stop Payment Orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. All deposits are received subject to Bank's receipt of final payment. Bank may revoke any provisional credit given to Company if final payment is not received. Bank may agree with other banks, clearing houses, or other parties to vary procedures regarding the collection or return of Items, and deadlines to the extent permitted by law. Bank has the sole discretion to determine the method of collecting Items, including electronically, and may use vendors, third party service providers, or other banks in the process. (See Bank's policy on funds availability for more information on when deposited funds will be available for withdrawal). The Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in its information system. If Company is unable to access Bank's system for any reason, Company should call the One Call Center at **1-888-522-2265** or contact its relationship manager or branch of Account for loan and deposit information.

13 **Statement Review; Notification.**

13.1 Bank will issue Account statements and other advices to Company on a periodic basis. Account statements and advices may be mailed or made available electronically to Company and will be the official record of Company's Account. Company must promptly review all Account statements and other advices received from Bank. Company must notify Bank of any unauthorized, improper, or missing endorsements within six (6) months after the date of the Account statement or advice on which that Item was reported to have been paid. Company must notify Bank of any errors, alterations, discrepancies, or unauthorized Transactions, including Payment Orders and Items, to Bank in writing within ten (10) calendar days from the date of the statement or other advice containing such is mailed or otherwise made available to Company by Bank. Company agrees that an Image of an Item or information identifying the Item (e.g. Item number, amount, and date of payment) is a sufficient substitute for the actual Item. Company must provide Bank with all information necessary for Bank to investigate and must provide all supporting evidence and/or documentation as Bank requests. If Company fails to act as provided in this Section, Company will

have failed to exercise reasonable promptness in reviewing such Account statement and advices and shall be precluded from asserting any error, discrepancy, or unauthorized Transaction, including any loss of interest in connection therewith, and Bank is not required to reimburse Company.

13.2 Notwithstanding Section A.13.1 above or any other provision of this Agreement, Company must notify Bank of any unauthorized ACH Debit Entry to an Account immediately, but in no event later than the Business Day following the Business Day on which the unauthorized ACH Debit Entry was posted. If Company fails to notify Bank as provided in this Section, Company's sole recourse will be with the Originator of such ACH Debit Entry. Bank recommends that Company review all Account activity, including ACH Entries, on a daily basis.

13.3 Bank may make certain information regarding Company's Account and Services, including Payment Orders and balances, available to Company prior to the issuance of an Account statement or advice. This may include through the Digital Banking Service or Mobile Deposit Services. Bank shall not be responsible for and disclaims all liability for Company's reliance on this information, including balance information. This information may be provided by third parties or otherwise not within Bank's control, and updated or corrected from time to time.

14 **Cutoff Hours and Business Days.** A number of the Services are subject to processing cutoff hours as described in the Application or the Services Addenda. Such cutoff hours are subject to change at Bank's discretion and upon notice to Company. Instructions received after the cutoff hour or on a non-Business Day may be deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions. The Bank will endeavor to notify Company in advance in the event the Services will be unavailable due to scheduled maintenance.

15 **Information Processing and Reporting.**

15.1 A number of the Services offered by Bank require Bank to receive, process and report information involving Company's Account and Transactions. Bank will not be responsible for determining the accuracy, timeliness or completeness of any information that Company or others provide to Bank. Bank will not have a duty to interpret the content of any data transmitted to Bank, except to the limited extent set forth in this Agreement, but Bank will review funds transfer requests for consistency with NACHA format requirements where necessary. Unless otherwise agreed in writing, Bank will not be required (by means of any Security Procedure or otherwise) to detect errors in the transmission or content of any information Bank receives from Company or third parties.

15.2 Company assumes the sole responsibility for providing Bank with complete and accurate information in the form and format that Bank requires (e.g., in connection with wire and ACH Transfers). Bank is not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by Company or Company's agents. For example, if Company gives Bank a wire funds transfer instruction that is incorrect in any way, Company agrees that Bank may charge Company's Account for the payment whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Company's funds transfer or payment instructions.

15.3 Company must accurately describe Transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in funds transfer and payment instructions. If Company describes any beneficiary or institution inconsistently by name and number, other

institutions and Bank may process the Transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

15.4 Company acknowledges that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, Company agrees to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors, including without limitation the Security Procedures. Unless otherwise required by law, Bank's sole responsibility for any reporting errors caused by Bank will be to reprocess the information for the period in question and to provide corrected reports at Bank's own expense. Company agrees to maintain adequate backup files of the data Company submits for a reasonable period of time in order to facilitate any needed reconstruction of Company's Transactions (e.g., in the event of a telecommunications failure). If Bank is unable to provide a Service for any reason, Bank will promptly inform Company of the problem and will take reasonable steps to resume processing.

16 **Improvement or Enhancements.** If at any time after Company has begun using the Services, Improvements or Enhancements as requested by Company or made available without request, Company will have the option to purchase these Improvements or Enhancements. The cost of such Improvements or Enhancements will be as quoted by Bank from time to time. As used herein, "**Improvements**" means any additions or modifications made to or in the Services which improve the efficiency or effectiveness of the basic Service, but do not change the Functions of the Service or create new Services. The term "**Enhancements**" means changes to the basic Functions or additions to the basic Functions of the Services.

17 **Company Representations and Warranties; Indemnification.**

17.1 Company makes the following representations and warranties to Bank:

- (a) With respect to Services that include funds transfers, as to each and every funds transfer initiated by Company, Company represents and warrants, and will be deemed to have represented and warranted at the time each funds transfer is initiated by Company, that (i) Company has complied with all aspects of each funds transfer required by this Agreement and by any rules and regulations applicable to the funds transfer, including without limitation the Rules, (ii) any Authorization for a funds transfer is operative at the time of transmittal by Bank as provided herein, and (iii) each funds transfer shall in no way violate any federal, state or local statute or regulation pertaining to electronic funds transfers including the EFTA to the extent applicable, the sanctions law administered by OFAC, and all such other laws and regulations, nor shall any such funds transfer hereunder be a Transaction made in connection with an internet gambling business.
- (b) The individual signing on behalf of Company below has been duly authorized by Company to enter into this Agreement with Bank, and to execute any and all documents, including this Agreement and the Addenda, as are necessary or appropriate in connection therewith, and that such Authorization is reflected in Company resolutions furnished by Company to Bank.
- (c) The individual(s) signing below on behalf of Company certifies and warrants that they have taken all action required by the organizational documents of Company to authorize the individuals designated on Company's Application to act on behalf of Company in all actions taken under this Agreement.

- (d) The Primary Contact is empowered in the name of, and on behalf of, Company to enter into all Transactions contemplated in the Agreement and any Addenda thereto including, but not limited to, the selection of Services, the appointment of Administrators to act on behalf of Company in the delivery of Services, the signing of additional documentation necessary to implement the Services and giving Company instructions with regard to any Service, including without limitation, online banking, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any Account Company may maintain with Bank. The Bank may, at its discretion, require Company to execute additional documentation to implement or amend certain Services. In such cases, documentation necessary to implement or amend such Services shall be signed by the Primary Contact. The Bank is entitled to act in reliance upon the Authorizations in this Agreement until it receives written notice of their revocation and has a reasonable opportunity to act thereon.
- (e) If Company, its Primary Contact, Administrator, and/or Authorized Users are taking action on behalf of any subsidiary, affiliate, or other third party, Company, its Primary Contact, Administrator, and/or Authorized Users has been duly authorized to take action on behalf of and by such subsidiary, affiliate or other third party.
- (f) Prior to submitting any information to Bank about individuals related to Company (including Primary Contact, Administrator, and Authorized Users), Company has obtained any consent from or made any disclosure that may be required by Applicable Law or agreement for Bank to process or use such information in providing the Services. If a particular Service requires an additional Application, and if more than one Application is on file, Bank may rely on the most recently dated Application for that Service. Bank is entitled to rely upon an Application for a Service until a subsequent duly authorized Application is executed by Company and accepted by Bank.
- (g) Any deposits, files, postings or delivery of any information or data of any kind whatsoever to Bank do not contain any malicious code commonly known as anomalies, time bombs, viruses, trapdoors, worms, Trojan horses or anything similar constituting of computer instructions which may have the effect or be used to access, alter, delete, damage or disable the Services, other websites, Bank's or Bank's customers' information or other property (including, without limitation, all of Bank's data, software and computer servers). The presence of any such malicious code in any deposits, files, postings or delivery of any information or data to Bank will be presumed to have come from Company.
- (h) It will not, and will not attempt to, with regard to any Account, any Service, or any part thereof, or anything provided or made available to Company by Bank in connection therewith, including documentation, technology, hardware, or software, (1) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets (2) use in a manner that is prohibited by any law (including the US Patriot Act of 2001 and the Enterprise Secrecy Act of 1970, as each may be amended), regulation or applicable contract or that violates any third party's rights or that facilitates the violation of any law, regulation, applicable contract or third party rights; or (3) transmit any unlawful, harassing, libelous, abusive, threatening, harmful, malicious, or otherwise objectionable material of any kind.

17.2 Company shall indemnify Bank and its parent company, affiliates and subsidiaries, and their respective directors, officers, employees and agents, and hold them harmless from and against any claims, demands, losses, liabilities, costs or expense (including reasonable attorney's fees and expenses) directly or indirectly resulting from or arising out of (i) any breach of any of the foregoing representations, warranties or agreements; (ii) Bank's actions or omissions, if they are in

accordance with Company's instructions or the terms of this Agreement or any Services Addenda hereto, or any Applicable Law, or court order; (iii) the actions or omissions of Company, its agents or employees; or (iv) Company's internal fraud, external fraud or other unauthorized access to any Account or Service. This indemnification obligation shall survive the termination of this Agreement.

18 Responsibilities of Bank; Limitation of Liability.

18.1 Bank will perform the Services in accordance with reasonable commercial banking standards prevailing for similarly situated financial institutions. Bank shall be entitled to rely solely on the information, representations and warranties provided by Company pursuant to the Agreement, and shall not be responsible for the accuracy or completeness thereof.

18.2 In addition to greater limitations on Bank's liability that may be provided in any Addenda to this Agreement, Bank's liability related to any Service shall be limited to Company's actual proven damages arising directly from Bank's gross negligence or willful misconduct. In no event shall Bank be liable for special, indirect, or consequential damages, including without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions, except as may be otherwise provided by law. Bank shall not otherwise be responsible for any action taken, allowed or omitted by or under the Agreement or for anything arising therefrom, or for any liability, loss, claim, or damage arising from: (i) Company's actions or omissions, or those of third parties that are not within Bank's immediate and reasonable control, including without limitation the actions of any third party network or services provider necessary for the performance of the Services; (ii) Company's negligence or breach of any agreement with Bank, including its failure to follow the Security Procedures; (iii) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank, or the misuse, theft, fraud or misappropriation of Access Credentials by Company, its employees, agents or any third parties; (iv) any error, failure or delay in the transmission or delivery of data, records, or Items due to a breakdown in any computer or communications facility; (v) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), pandemics (including, but not limited to the novel COVID-19 virus), or acts of God; (vi) causes beyond Bank's reasonable control; (vii) the application of any government or funds-transfer system rule, guideline, policy, law, guideline, restriction or regulation, or the order of any court of competent jurisdiction; (viii) the lack of Available Funds in Company's Account to complete a Transaction; (ix) Bank's inability to confirm to its satisfaction the authority of any person to act on Company's behalf; (x) Company's failure to follow any applicable software manufacturer's recommendations, Bank's Services instructions, or Company's obligations with respect to the Security Procedures or its own Security Procedures; or (xi) actions or omissions of any third party not within Bank's immediate and reasonable control. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. There may be other exceptions to Bank's liability as stated in any Account Terms and Conditions or Services Addenda. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.

18.3 Bank does not make any representations or warranties with respect to the legal effect or sufficiency, under any federal, state, or local statute or regulation or other law, of any forms, documents or other matters provided by Bank from time to time in connection therewith.

- 18.4 Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate or at the rate currently paid on Company's Account affected by the error, if less for the period involved.
- 18.5 Company acknowledges that the Fees for the Services have been established in contemplation of: (a) these limitations on Bank's liability; (b) Company's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; (c) Company's agreement to notify Bank immediately in the event of (1) any compromise to its Security Procedures or Access Credentials, or (2) any unauthorized ACH Entry; and (d) Company's agreement to assist Bank in any loss recovery effort.
- 19 **Limited Warranties; Disclaimer.** BANK MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY ACCOUNT, SERVICE, COMPONENT, OR ANY THIRD-PARTY SERVICE PROVIDER OF BANK. NEITHER BANK NOR ANY THIRD-PARTY SERVICE PROVIDER OF BANK HAS MADE ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY ACCOUNT, SERVICE, COMPONENT OR THE INTERNET WILL MEET THE NEEDS OR SPECIFICATIONS OF COMPANY. Bank AND ALL THIRD-PARTY SERVICE PROVIDERS OF BANK EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NEITHER THE BANK NOR ANY THIRD-PARTY SERVICE PROVIDER OF BANK HAS MADE ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY ACCOUNT, SERVICE, COMPONENT OR THE INTERNET WILL BE FREE OF DEFECTS, SAFE, SECURE OF ANY PARTICULAR QUALITY, OR PROVIDE ANY PARTICULAR LEVEL OF PERFORMANCE OR AVAILABILITY. EACH ACCOUNT, SERVICE OR COMPONENT IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. THE BANK SHALL NOT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF WHETHER THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.
- 20 **Records.** All related records used by Bank in rendering the Services shall be and remain its property. Upon termination of this Agreement, Bank will at Company's request make available information contained in such records then on hand. Any expenses incurred by Bank in doing so will be paid by Company.
- 21 **Electronic Signature Law.** The parties agree that Company's request, instruction, or notification in any form to receive additional Services, to modify the Services, or with respect to any other requirement or undertaking that this Agreement specifies must be in writing (each, an Authorization), when delivered by the Primary Contact, and whether delivered by fax or e-mail, shall be an indication of Company's intent to add additional Services and subject such Authorization to the terms of this Agreement. To the extent permitted by Applicable Law, any requirement of a further signed writing to make such Authorization a binding obligation of Company is expressly waived by Company. The parties also agree that, to the extent permitted by Applicable Law, transmission of such Authorization by e-mail or fax transmittal of an electronic copy of an Authorization containing the original or facsimile signature of an authorized representative of Company shall be sufficient to bind each party to the terms of this Agreement, and that an electronic reproduction of such Authorization shall be given the same legal effect as a written document signed by such Primary Contact.

- 22 **Termination.** Either party may terminate this Agreement and/or any Services Addendum for any reason effective thirty (30) days after written notice is given to the non-terminating party. Notwithstanding the foregoing, Bank reserves the right to suspend the Services or terminate this Agreement and/or any Services Addendum effective immediately without prior notice if (i) Company violates any term or condition of this Agreement, any Services Addendum, or the terms of any financing arrangement with Bank; (ii) Company fails to provide financial information reasonably requested by Bank; (iii) Company fails to maintain balances in Accounts sufficient to cover overdrafts; (iv) the confidentiality of Company's security codes or procedures are compromised; (v) Bank has reason to believe that an unauthorized Transaction or other fraudulent or illegal activity has taken or may take place involving any of Company's Accounts or any of the Services; (vi) Company becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (vii) any assignment for the benefit of creditors, levy, garnishment, attachment or similar proceeding is instituted against any property of Company held by or deposited with Bank; (viii) Bank is uncertain as to any person's authority to give Bank instructions regarding Company's Accounts or the Services; (ix) any of the Accounts are closed; or (x) Bank determines that it is impractical or illegal to provide any of the Services because of changes in Applicable Law or Rules. Any termination shall not affect any of Bank's rights and Company's obligations with respect to Services provided prior to such termination, including without limitation Company's indemnity and confidentiality obligations, or the payment obligations of Company with respect to Services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.
- 23 **Set Off.** Bank is authorized at any time to set off and apply any and all deposits, credits, funds, securities, assets, and properties held, and all other obligations and liabilities owing by Bank to, or for the account of, Company, against any and all obligations to Company now or hereafter owing or existing under the Terms in connection with any Account or Service, whether or not matured or liquidated. This shall be in addition to, and not in lieu of, any other rights or remedies Bank may have under common law, statute, or any other agreement. In addition to all liens upon and right to set off against Company's money, securities, or other property given to Bank by law, Company grants to Bank a contractual possessory security interest in Company's deposits, money, securities, and other property to secure the repayment of any overdraft or other obligation incurred by Company under this Agreement. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.
- 24 **Overdrafts.** Company agrees to maintain Available Funds in its Account sufficient in amount to cover in full all Payment Orders, including funds transfers, Bill Payments, and ACH Transactions, returns, reversals, and other amounts owed in connection with any of the Services. Bank, in its sole discretion, may (but shall not be obligated to) honor any Payment Order, instruction, wire transfer request, ACH Entry, or other message initiated through use of the Services that results in an overdraft of the Account. Bank's allowance of any overdraft shall not obligate Bank to honor future overdrafts. Unless otherwise agreed in writing by Bank, any overdraft will be immediately due and payable by Company to Bank. If Bank permits an overdraft, Bank is authorized to charge interest on the amount of the overdraft, up to the maximum rate permitted by law, in addition to any applicable Fees. The obligations set forth in this Section shall survive termination of this Agreement, or any Addenda.
- 25 **Restricted Transactions.** Company agrees that it will not initiate funds transfers that arise out of or concern any unlawful or fraudulent activities, including without limitation, unlawful internet gambling, online tobacco retailing, and any other Transactions as Bank may notify Company of from time to time.
- 26 **No Extension of Credit.** Nothing in this Agreement nor any course of dealing between Company and Bank constitutes a commitment or obligation of Bank to lend money to Company or obligates Bank to

extend any credit to Company, to make a loan to Company, or otherwise to advance funds to Company to pay for any Payment Order contrary to Bank's published availability schedules.

- 27 **Consumer Transactions.** Company and Bank agree that if a Payment Order or Wire Transfer request is a portion of a funds transfer in which other portions are subject to the EFTA, all actions and disputes between Company and Bank concerning such Payment Order shall be determined pursuant to UCC Article 4A, as varied by this Agreement, and not the EFTA.

28 **Information.**

28.1 Company agrees to provide any information reasonably requested by Bank. Company understands that Bank may request any such information on behalf of a vendor or third party service provider selected by Bank, or authorize such vendor or third party service provider to request information directly from Company. Company authorizes Bank or any agents of Bank to investigate or request information from any third party regarding Company or the information or references given or any other statements or data obtained from Company in connection with this Agreement, any Service, or any of Company's owners, officers, Primary Contact, Administrator, or Authorized Users.

28.2 Company authorizes Bank to use or disclose any documentation or information, in respect of any Account or Service, Transaction or Payment Order, or Company itself, in order to provide the Services to Company, for compliance with legal and regulatory requirements, or for operational, risk management, or compliance with internal policies. This may include disclosure to (1) vendors or third party service providers of Bank; (2) auditors, advisors, and attorneys of Bank; (3) a proposed assignee of Bank; (4) examiners or other regulators; (5) law enforcement agencies; and (6) any judicial body, such as pursuant to subpoena or other court process.

28.3 All specifications, documentation, records, forms, systems, and programs used or offered by Bank and provided in connection with the Services are confidential and valuable and will remain the sole property of Bank. Company will not transfer, distribute, modify, or alter any such specifications, documentation, records, forms, systems, and programs. Company agrees to return all copies of all written and electronic documentation to Bank upon termination. Company shall retain no copies in any form.

28.4 Company will not, and will not attempt to, with regard to any Account, any Service, or any part thereof, or anything provided or made available to Company by Bank in connection therewith, including documentation, technology, hardware, or software, (1) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets (2) use in a manner that is prohibited by any law (including the US Patriot Act of 2001 and the Enterprise Secrecy Act of 1970, as each may be amended), regulation or applicable contract or that violates any third party's rights or that facilitates the violation of any law, regulation, applicable contract or third party rights; or (3) transmit any unlawful, harassing, libelous, abusive, threatening, harmful, malicious, or otherwise objectionable material of any kind.

- 29 **Inter-Company Services/Authority to Transfer or Commingle Funds.** In the event Company requests Bank provide Services to a parent company, subsidiary, affiliate, or other commonly owned company, Company agrees that it shall be jointly and severally liable for such company's obligations under this Agreement and any applicable Addenda. Company represents and warrants that any and all transfers and commingling of funds required or permitted by any Service or requested by Company, and all other aspects of the performance hereby by Bank and Company, have been duly authorized by all necessary parties, including, without limitation, the Account holder of each Account, and that

Company maintains as part of its business records, and will make available to Bank, upon reasonable request, for a period of seven years after termination of the Service, adequate documentary evidence of such Authorization from the Account holder of each Account, executed by duly authorized officer(s) in accordance with the Account holder's organizational documents and authorizing resolutions. Company further represents and warrants that each funds transfer or commingling of funds authorized hereunder is not a violation of any agreement, bylaw, or authorizing resolution of Company or any of its affiliates or subsidiaries, nor is it a violation of Applicable Law. Each representation and warranty contained herein shall be continuing and shall be deemed repeated upon Bank's affecting each funds transfer and commingling of funds authorized hereunder.

30 **Jury Trial Waiver.** COMPANY AND BANK EACH WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY ADDENDA.

31 **Right of Audit.**

31.1 Company authorizes Bank to perform an audit of its operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Company acknowledges and agrees that Bank shall have the right to mandate specific internal controls at any Company location(s) and require compliance with any such mandate as a condition of providing the Services.

31.2 Company agrees to conduct an audit (not less than annually) to ensure that any Confidential Information it obtains is protected by document management procedures that are in full conformity with the terms of this Agreement, and any Related Agreement.

31.3 Company agrees to provide Bank, within five (5) Business Days of Bank's request, a copy of: (a) the audit report derived from the audit undertaken by Company in order to comply with its obligations under Section A.31, and (b) Company's SSAS 16 report, or such other comparable report detailing the policies, controls, and procedures it has put in place. If Company refuses to provide the requested information, or if Bank concludes, in its sole discretion, that Company presents a risk that is unacceptable, or if Company refuses to provide Bank access to Company's premises, Bank may terminate this Agreement immediately.

32 **General Provisions.**

32.1 **Entire Agreement.** This Agreement, the Addenda, Security Procedures, and any other agreement, User Guide, procedure, Related Documents, or other documentation incorporated by reference, constitute the entire agreement between Bank and Company regarding the Services and supersedes any prior agreement regarding the Services. No course of dealing between Bank and Company will constitute a modification of this Agreement or any Services Addendum, or constitute an agreement between Bank and Company regardless of whatever practices and procedures Bank and Company may use unless agreed to in writing signed by both parties.

32.2 **Amendments.** From time to time Bank may amend any of the terms and conditions contained in this Agreement or any Services Addendum, including without limitation, any cut-off time, any Business Day, and any of the schedules or supplements attached hereto upon reasonable written or electronic notice to Company or by any other method permitted by Applicable Law. Company's continued use of the Services after the expiration of the thirty-day period following such notification will indicate Company's agreement to be bound by the terms of any such amendment. Bank will make copies of the current versions of this Agreement, the Addenda for the

Services, and the Security Procedures Supplement available upon request. Notwithstanding the foregoing, where an amendment or modification to this Agreement or any Related Agreement is required by or under Applicable Law, or by a regulatory authority with jurisdiction over Bank, or is, in our good faith opinion, necessary to preserve or enhance the security of a Service, Bank may modify this Agreement or the applicable Related Agreement by giving Company notice of the amendment or modification by any means permitted by Applicable Law, and the amendment or modification will be effective immediately upon Bank's giving such notice.

32.3 **Governing Law.** This Agreement and all Addenda hereto shall be construed in accordance with and governed by Applicable Law, as well as the laws of the state of Indiana, excluding its conflict of laws rules.

32.4 **Claims.** Company will notify Bank immediately of any claim, action or proceeding it receives against Company or Bank made by a third party, that any act or omission by Bank with respect to any Service has caused such third party to sustain any damage. Company will cooperate with Bank in any loss recovery effort and will assist in the defense or prosecution of any claim, action or proceeding.

32.5 **Waiver.** Any waiver of any provision of the Terms must be in writing to be effective. Bank's waiver of any right shall not be deemed a waiver of other rights or of the same right at another time.

32.6 **Independent Contractor.** Company acknowledges and agrees that the relationship between Bank and all vendors or third party service providers selected by Bank is that of independent contractor and they are not the agents, partners, joint venturers, or anything similar, of each other or Company. Unless otherwise explicitly agreed to in writing, none of Bank, vendor, or any third party service provider are responsible or liable for the acts or omissions of the others.

32.7 **Notices.** Unless otherwise provided for in a Services Addendum or User Guide, all notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be made in writing, if to Bank, addressed to the address designated below, and if to Company, delivered or mailed to Company's current primary Account address as reflected in Bank's records, unless otherwise indicated on the Application, or other known address if deemed more appropriate by Bank under the circumstances. Notices may be delivered to some customers in electronic format, including posting to Bank's website, if requested and authorized, or appropriate.

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered; if given by mail, on the fourth Business Day after such communication is deposited in the mail with first-class postage prepaid, return receipt requested; or if sent by overnight courier service, on the day after deposit thereof with such service; or if sent by certified or registered mail, on the third Business Day after the day on which deposited in the mail.

32.8 **Assignment.** Company may not assign this Agreement or any of the rights or duties hereunder, to any person without the other party's prior written consent. Bank may assign, in whole or in part, and/or delegate any rights under this Agreement at any time.

32.9 **No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of Bank and Company. No third party has any rights under this Agreement.

32.10 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement

is not for the benefit of any other person, and no other person shall have any right against Bank or Company hereunder.

32.11 **Severability.** In the event that any provision of this Agreement or any Related Documents shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Should any judicial body interpreting this Agreement or Related Documents deem any provision to be unreasonably broad in time, territory, scope or otherwise, the parties intend for the judicial body, to the greatest extent possible, to reduce the breadth of the provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

32.12 **Miscellaneous.** Use of “including” shall mean “including, but not limited to.” Use of the singular form shall include the plural and vice versa, as the context requires. Headings used in this Agreement or any Related Agreements are for convenience only, and shall not be deemed a part thereof.

B. SERVICES

1.1 Definitions. The following terms in this Section B.1 shall have the meanings given them as follows:

1.1.1. **“Bill Payment”** has the meaning set forth in Section B.3.1.1.

1.1.2. **“Bill Payment Services” or “BPS”** are the Services offered as an option for users of the Digital Banking Services through which a Bill Payment may be made.

1.1.3. **“Digital Banking Services” or “DBS”** has the meaning set forth in Section B.2.

1.1.4. **“DBS Administrator”** means one or more Administrators with the specific authority to access and use the Digital Banking Services described herein only, appointed by the Primary Contact or the Administrator.

1.1.5. **“Functions”** has the meaning set forth in Section B.2.

1.1.6. **“Real-Time Basis”** means that a transfer made prior to 7:00 PM Eastern Time on a Business Day, reflected in the Account records at or near the actual time the transfer is made.

1.1.7. **“Stop Payment Order”** means an order requested by Company by means of the Services to stop payment on a Check against an Account.

2. **Digital Banking.** The digital online banking Services (the **“Digital Banking Services”** or **“DBS”**) provide Company with the capability to access information, transmit and receive communications, and initiate Transactions, and access Bill Payment Services, involving Company’s Accounts with Bank and/or third parties through the internet. The Digital Banking Services consist of the functions (**“Functions”**) made available by Bank from time to time as listed on the Application and selected by Company. Company agrees on behalf of itself and each of its Primary Contact, the Administrator, the Administrator, and the Authorized Users, to utilize the Security Procedures when making use of the Services.

2.1 **Availability; New Functions.** The availability of some of the Functions is subject to credit approval, may be limited by Bank, and may be subject to agreement by Company to the terms of any

additional Addenda specific to such Functions. Bank may, from time to time, introduce new Functions to be included as part of the Digital Banking Services, and will make any such new Functions available to Company subject to Company's agreement to be bound by any terms and conditions regarding the new Functions, as may be set forth in any amendment to this Agreement, or any Addenda submitted by Bank to Company in connection therewith.

2.2 Limitations and Other Rules Applicable to Digital Online Banking Transactions. The following limitations and other rules apply to the use of the Digital Banking Services:

2.2.1. Funds transfers or payments ordered through use of the Digital Banking Services may be refused if there are restrictions on Company's right to withdraw funds from the Account from which the transfer or payment is to be made (for example, if two or more signatures are required on Checks or withdrawals written on the Account).

2.2.2. Bank may, in its discretion, require that any funds transfer or payment ordered through use of the Digital Banking Services consist of funds that are collected and available for withdrawal from the Account from which the transfer or payment is to be made.

2.2.3. When any order to Bank to make a funds transfer or payment given through use of the Digital Banking Services exceeds the amount of money available for withdrawal from the Account, Bank can either (i) make the transfer or payment, in which case Company will be liable for the excess, or (ii) refuse to make the transfer or payment. In either case, Company will be liable for any fee applicable to the withdrawal or attempted withdrawal when funds are not available.

2.2.4. For reasons of security, Bank can, at any time and without prior notice, refuse to honor any order to Bank to make a funds transfer or payment given through use of the Digital Banking Services if the funds transfer reasonably appears to be fraudulent or erroneous. For example, Bank can do so if, for reasons of security, Bank believes that it is advisable to limit the dollar amount or frequency of funds transfers or payments ordered through use of the Digital Banking Services.

2.2.5. If an order to make a funds transfer or payment through use of the Digital Banking Services contains an inconsistency between the name and account number or other identifying numbers of an Account, Payee, financial institution or other party, Bank may treat the number the Company provides as controlling and rely on it in processing the order.

2.2.6. Any funds transfers from any of Company's internal loan accounts ordered through the Digital Banking Services will be subject to credit being available in the applicable loan Account when the order for a funds transfer is to be charged against the Account.

2.2.7. When an order for a funds transfer from any of Company's internal loan accounts given through Digital Banking Services is to be charged against the Account, if the amount of the transfer exceeds the amount of credit available under the Account, Bank can either (i) make the transfer, in which case the amount of the transfer will be considered to be credit extended under the Account, or (ii) refuse to make the transfer. In either case, Company will be liable for any applicable Fees.

2.2.8. Any transfer that will be processed through the ACH system may take up to three (3) Business Days to complete. Funds may not be available for Company in the Account specified for deposit until the third Business Day after the scheduled transfer date. If the scheduled transfer is on a recurring basis, the transfer will continue until either the specified end date or for the specified number of occurrences. If at the time of the specified transfer, funds are not available in the specified Account(s), the scheduled transfer may not be completed and Fees for insufficient funds or overdraft may be applied. Except

as described in Section B.1.6, no order to Bank to make a funds transfer given through Digital Banking Services can be cancelled after it is given to Bank.

2.3 eStatements. If Company has selected the eStatements option, Bank will send Company email notice to Company of the availability of regular periodic statements in lieu of a paper statement. By use of the Digital Banking Services, Company can receive its statement in electronic format for all Accounts enrolled in the Digital Banking Services. Bank may also provide Company with initial and periodic Account disclosure information with respect to the Accounts in electronic format. If at any time Company wishes to change its eStatement option, change its email address, or receive a paper copy of its Account statement, it must provide Bank with notice through the Digital Banking Services. Additionally, in the event that Company is unable to access its statements or to otherwise view any of its Account information by use of the Services, it agrees to immediately notify Bank.

2.4 Access to Account Information. The DBS Administrator and Authorized Users may perform Functions as described in Section B of this Agreement, subject to any limitations on transfers or Functions set forth in this Agreement, the Application, or in the Account Terms and Conditions. The DBS Administrator and Authorized Users may access Accounts through use of the Digital Banking Services seven days a week. The DBS Administrator shall ensure that the Authorized Users follow all instructions provided to Company with respect to the Digital Banking Security Procedures. Any valid same-day or one-time transfer between Accounts initiated before 7:00 PM Eastern Time on a Business Day is processed on a Real-Time Basis and will be posted to the Account the same day. Any valid same-day or one-time transfer initiated after 7:00 PM Eastern Time on a Business Day or at any time on a Saturday, Sunday or banking holiday will be posted on the next Business Day, normally by 6:30 AM Eastern Time. All future-dated or recurring transfers scheduled for a Business Day will be posted on that date; all future-dated or recurring transfers scheduled for a Saturday, Sunday or banking holiday will be posted on the next Business Day. After a transfer request has been processed electronically, the transfer request cannot be deleted. Bank, in its sole discretion, may (but shall not be obligated to) honor any Item or funds transfer order initiated through use of the Services that results in an overdraft of the Account.

2.5 Stop Payment Orders. Company may issue a request for a Stop Payment Order on any Check issued by it on an Account (but excluding cashier's checks, official checks, or other cash equivalent Items). Any attempt to cancel or modify a funds transfer is subject to the terms of the ACH Originator Addendum. Stop Payment Orders submitted by use of the Services will be processed on a real time basis on the Business Day they are received. Notwithstanding the foregoing, Bank must receive the Stop Payment Order by a time which will give Bank a reasonable opportunity to act on it prior to its deadline for payment of the Item. STOP PAYMENT ORDERS WILL NOT BE EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP PAYMENT ORDER REQUEST WAS PLACED, BANK HAS ALREADY PAID THE ITEM, PROCESSED THE FUNDS TRANSFER, OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. BANK SHALL NOT BE LIABLE FOR ITS FAILURE TO ACT UPON A STOP PAYMENT ORDER PLACED IF THE CHECK NUMBER, ACCOUNT NUMBER, DATE OR DOLLAR AMOUNT PLACED ON THE STOP PAYMENT ORDER FOR THE COMPANY ARE NOT CORRECT. A STOP PAYMENT ORDER PLACED BY COMPANY BY MEANS OF COMPANY'S COMPUTER TERMINAL SHALL BE CONSIDERED TO BE THE EQUIVALENT OF A WRITTEN STOP PAYMENT ORDER FOR THE PURPOSES OF SECTION 4-403 OF THE UNIFORM COMMERCIAL CODE AS ENACTED IN INDIANA AND SHALL BE EFFECTIVE FOR ONLY SIX MONTHS UNLESS RENEWED.

2.6 Authorization. Company hereby certifies that: (i) the Administrator and the Authorized Users designated by Company on the Application, or as otherwise communicated by the Administrator to Bank by use of the Services from time to time, are the duly authorized agents of Company and that they are

acting on behalf of Company in their authorized capacity; and (ii) the Administrator has full authority to appoint additional Authorized Users from time to time by use of the Security Procedures and other procedures set forth in the User's Guide.

3. **Bill Payment Services.**

3.1.1. **Use of Bill Payment Services.** In order to use the Bill Payment Services Function Company must be enrolled in the Digital Banking Services. Bill Payment Services allows Company to make one-time or recurring Check or electronic payments ("**Bill Payments**") from an eligible Account to individuals, other companies, or merchants Company designates as a payee ("**Payee**") to pay bills. Company authorizes Bank to utilize third parties to provide the Bill Payment Services to Company on Bank's behalf. If the designated Account does not have sufficient Available Funds to complete a Bill Payment, that Bill Payment may be refused. Bank reserves the right to refuse to make any Bill Payment, but will notify Company of any such refusal within two (2) Business Days following receipt of Company's payment instruction. Company may use Bill Payment Services to make Bill Payments up to a maximum of \$120,000.00 per payment and maximum daily limit of \$120,000.00. Bank reserves the right to change the maximum Bill Payment and daily limits. By furnishing Bank with the names and addresses of a Payee, Company authorizes Bank to follow the instruction to each Payee submitted via Bill Payment Services. Company will instruct Bank when to send the Bill Payment by selecting a "Send on Date." The date the Bill Payment is sent by Bank is called the "Process Date." When Bank receives a Bill Payment instruction, Bank will start the transfer of funds to the Payee on your behalf and debit the applicable Account on the Send on Date. All payments made through Bill Payment Services will be processed pursuant to regulations concerning preauthorized payments contained in the EFTA (as applicable) and the Rules. Company agrees not to use Bill Payment Services to initiate any form of Bill Payment that may result in an International ACH Transaction ("**IAT**"), and acknowledges that such Bill Payments are specifically prohibited under this Agreement. All other Bill Payments made through Bill Payment Services will be processed in compliance with Regulation CC (12 CFR § 229) and Applicable Law.

3.1.2. **Fees.** The use of Bill Payment Services is subject to the Bank Fee Schedule. Company agrees to pay any Fees for the Bill Payment Services as provided in the Bank Fee Schedule, as amended from time to time.

3.1.3. **Scheduling Payments.** Bill Payments should only be scheduled to be paid on a Business Day. If Company attempts to schedule a Bill Payment to be paid on a non-Business Day, the scheduled Bill Payment will be deemed to be the first Business Day following the date of Company's attempt. A Bill Payment may be canceled or modified any time prior to 8:00 a.m., E.T., on the Business Day that the payment is scheduled to occur by contacting Bank's Bill Payment services department at 888-522-2265 or online through Digital Banking Services.

There will be a delay between the Process Date and the date the Payee receives the Bill Payment. All Bill Payments require sufficient time for the Payee to receive the Bill Payment and credit Company's account with them accordingly. To avoid incurring a finance or other charge with a Payee, Company should schedule all Bill Payments sufficiently in advance of the payment's actual due date. COMPANY SHOULD ENTER OR SCHEDULE THE BILL PAYMENT TO PROCESS AT LEAST 3 FULL BUSINESS DAYS FOR AN ELECTRONIC PAYMENT OR 5 BUSINESS DAYS FOR A PAYMENT BY CHECK PRIOR TO THE DATE THE PAYMENT IS ACTUALLY DUE TO MAXIMIZE THE LIKELIHOOD OF TIMELY RECEIPT. However, Bank makes no guarantee or promise that any Bill Payment will be received and processed by any Payee before the date on which payment is due.

3.1.4. **Cancelling or Editing Bill Payments.** Company may cancel or edit any Bill Payment, including recurring Bill Payments, by following the directions within Bill Payment Services.

There is no additional charge for canceling or editing a Bill Payment. However, all cancellations or edits must be submitted by Company and received by Bank prior to the cut-off time on the Process Date. Any cancellation or edit received after such cut-off time may be ineffective and the Bill Payment may be made. The daily cutoff time is 8 pm EST. Bank reserves the right to change the cutoff time, and Bank will notify you if it changes. Bank can, at any time and without prior notice, refuse to honor any Bill Payment if it appears to duplicate another Bill Payment.

3.1.5. **Remittance Information.** Company may transmit to the Payee additional detail related to the Bill Payment by following the directions within Bill Payment Services. However, this feature is only available for Bill Payments sent by Check. The additional detail may include information such as invoice numbers, credit memo detail and dollar amounts, and is added to the Check.

3.1.6. **Prohibited Bill Payments.** Company agrees to not make, or attempt to make, any Bill Payment (1) that will be sent outside of the United States, either electronically or by Check; or (2) to pay tax payments, payments made pursuant to court orders, fines, payments for gambling debts, or payments otherwise prohibited by federal, state, or local law. Any Bill Payment under (1) and/or (2) will be considered a “**Prohibited Bill Payment.**” Bank reserves the right to refuse to make any Bill Payment, but will notify Company of any such refusal within two (2) Business Days following receipt of Company’s payment instruction.

3.1.7. **No Duty to Monitor Bill Payments; Indemnification; Disputes.** Company agrees that Bank has no obligation to Company to monitor Bill Payments, including for Prohibited Bill Payments. If Company makes any (1) Bill Payment to any Payee, or any purported Payee, for a disputed amount, amount that Company does not owe, or for any bill that is not Company’s, (2) duplicative Bill Payment; or (3) Prohibited Bill Payment, Company assumes the entire risk of loss. In no event will Bank have any liability for any loss, damages, or claims resulting from any such Bill Payment. Any dispute, objection, misapplication, mis-posting, misdirected Bill Payment, request to return funds, or anything similar with regard to a Bill Payment, Prohibited Bill Payment, and/or with a Payee shall be solely Company’s responsibility, be between Company and Payee, and Company must resolve directly with Payee.

3.1.8. **Risk of Loss of Data.** Company acknowledges that Bill Payment Services, by their nature of being provided through an online portal, may on occasion encounter system failure or interruption. In the event of a system failure or interruption Company’s data may be lost or destroyed. Any Bill Payment that Company initiated, was in the process of completing, or completed shortly before a system failure or interruption should be verified by Company through means other than Bill Payment Services to ensure the accuracy and completeness of such Bill Payments. Company assumes the risk of loss of data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any Transaction so affected.

3.1.9. **Failed Payments.**

3.1.9.1 A Bill Payment may not be accepted by Bank or may fail if any of the following occur:

3.1.9.1.1 The Bill Payment was insufficiently funded;

3.1.9.1.2 Erroneous or incomplete information is provided by Company, which prevents accurate and timely payment;

3.1.9.1.3 A Payee cannot or will not accept a payment sent by Bank;

3.1.9.1.4 Bank suspects the Bill Payment of being fraudulent; or

3.1.9.1.5 Bank suspects that the Payee is a blocked entity under Office of Foreign Assets Control (OFAC) Sanctions.

Bank will notify Company of any Bill Payment that is not accepted or fails because of any of the reasons described above. If the Bill Payment does not occur due to any of the reasons identified in Sections B.2.1.8.1.2 through B.2.1.8.1.5 above, Bank may request additional information. If Company does not provide the information needed to resolve the unaccepted or failed Bill Payment within five (5) Business Days, the Bill Payment will be cancelled and funds will be recredited to Company's Account.

3.1.9.2 If a scheduled Bill Payment is not accepted or fails because the Account from which the Bill Payment was scheduled has insufficient funds or Bill Pay could not retrieve the funds necessary to make the Bill Payment for any reason, then Company acknowledges and agrees that:

3.1.9.2.1 Bill Pay may be deactivated for all Accounts;

3.1.9.2.2 Notice of such a failed Bill Payment also constitutes notice of the deactivation of Bill Payment Services for all Accounts and cancellation of any Bill Payments scheduled to be made after the failed Bill Payment; and

3.1.9.2.3 You may not receive any further notice with regard to deactivation of Bill Payment Services or that Bill Payments will not be made or initiated.

Any action under this Section B.2.1.8 will remain in effect until Bank, in its sole discretion, determines whether Bill Payment Services will be restored. Until Bill Payment Services are restored, if at all, it is Company's sole responsibility to arrange for another means of payment for any cancelled Bill Payments and all bills. Bank may, but has no obligation to, attempt to re-submit a failed Bill Payment up to three (3) times after the Bill Payment fails as provided in this section.

3.1.9.3 Company agrees that Bank is not responsible or liable for not accepting or processing any failed Bill Payment for any of the reasons described above, including during any time that Bill Payment Services are deactivated, whether or not there are sufficient funds in Company's Account during such deactivation period.

3.1.10. **Delayed or Returned Payments.** To the extent known by Bank, Company will be notified if a delay occurs in the processing of a Bill Payment. Company may be instructed to call Bank, or Bank may call Company if more information is needed. Company understands that Payees and/or the United States Postal Service may return Bill Payments to Bank for various reasons including Payee's forwarding address has expired; Company did not provide Payee a valid account number; Payee is unable to locate Company's account; and/or Company's account is paid in full. Bank may research and correct a returned Bill Payment and resend it to the Payee, or void the Bill Payment and credit Company's Account.

3.1.11. **Processing Single Non-Recurring Bill Payments.** Bank processes single non-recurring Bill Payments on the Business Day that Company designates as the Bill Payment's Process Date, provided the Bill Payment is submitted prior to the daily cutoff time on that date. Bank processes single non-recurring Bill Payments submitted after the cutoff time on the following Business Day. If Company designates a non-Business Day as the Bill Payment's Process Date, Bank will process on the first Business Day following Company's designated Process Date. An order to Bank to make a single non-recurring Bill Payment through Bill Payment Services cannot be given more than 364 days before the date the single non-recurring Bill Payment is to become due.

3.1.12. **Recurring Payments.** Upon processing a recurring Bill Payment, Bank automatically reschedule it for its next occurrence. Based on Company's selected frequency settings for the Bill Payment, Bank will calculate the Process Date for the next occurrence of Company's Bill Payment. If the calculated Process Date is a non-Business Day, Bank adjusts the Process Date for the new occurrence of the Bill Payment to the first Business Date after the calculated Process Date. If Company's frequency settings for the recurring Bill Payment specify the 29th, 30th or 31st of the month as the Processing Date and that date does not occur in that month, then Bank uses the last calendar day of the month as the calculated Process Date. An order to Bank to make a recurring Bill Payment through Bill Payment Services cannot be given more than 364 days before the date the recurring Bill Payment is to become due.

3.1.13. For single and recurring Bill Payments, allow at least seven Business Days prior to the due date for each Bill Payment to reach the Payee (for west coast subscribers, allow eight Business Days). Company can change or cancel a Bill Payment provided the change is made prior to the cutoff time on the Business Day prior to the Business Day Company initiates the Bill Payment.

3.1.14. Company agrees to have Available Funds on deposit in the Account it designates in amounts sufficient to pay all Bill Payments requested, as well as any other payment obligations it has to Bank. Bank reserves the right, without liability, to reject or reverse a Bill Payment if Company fails to comply with this requirement or any other terms of this Agreement. If Company does not have sufficient Available Funds in its Account and Bank has not exercised its right to reverse or reject a Bill Payment, Company agrees to pay for such payment obligations on demand. Company further agrees that Bank may charge any of Company's Accounts with Bank to cover such payment obligations. Bill Payments are processed either by Check or Electronic Fund Transfers. Please see the Electronic Banking Network Disclosure you received when you opened your Account, which discloses important information concerning your rights and obligations.

3.1.15. **Rush Bill Payments.** A Bill Payment on an expedited basis ("**Rush Bill Payment**") is available for a limited number of Payees. Availability of Rush Bill Payment options will be based on Payee capabilities, time of day, and payment delivery mechanisms. The cut-off time for Rush Bill Payment may vary based on the location of the Payee. Company shall not submit Rush Bill Payments for an overnight Check addressed to an individual, PO Box, or location outside of the contiguous 48 states and District of Columbia, or any other reason as communicated by Bank. Company is responsible for entering and validating any information, including addresses for overnight Checks. Rush Bill Payments in the form of electronic payments will utilize ACH. All Rush Bill Payments will be immediately debited from Company's Account, including any applicable Fees, upon submission of the Rush Bill Payment. Company will not have the ability to edit or cancel any Rush Bill Payment after submission.

3.1.16. **Bank Errors; Limitation of Liability.** If Bank does not properly complete a Bill Payment on time or in the correct amount, Bank will pay any reasonable and directly resulting late fees or finance charges, and provided that at the time of submission of the applicable Bill Payment:

3.1.16.1 Company's account with the Payee was in good standing;

3.1.16.2 Company's applicable Account contained sufficient immediately Available Funds to cover the Bill Payment;

3.1.16.3 Company submitted correct and sufficient information to complete the Bill Payment; and

3.1.16.4 Bank is not responsible for any failure to pay as a result of delays not within the Bank's control.

This shall be Company's sole remedy with respect to its use of the Bill Payment Services. Bank will not be liable for any charges or fees imposed or any other action taken by any Payee or any other party resulting from a payment that you did not pay or schedule properly, including finance charges and late fees. In addition, Bank is not be liable if any third party through whom any Bill Payment is to be made fails to properly transmit, delays, misapplies, loses, or steals the payment to the Payee. Company is liable for all Transactions it makes or that it authorizes another person to make using Bill Payment Services accessed through Digital Online Banking. Company is responsible for monitoring its DBS Administrator and any other Authorized Users, and terminating their access as needed within Digital Banking Services. The DBS Administrator can add/edit/delete users through the administration tab in Digital Banking Services. Company will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment. Bank is not responsible for a Bill Payment that is not made if Company did not follow the instructions for making a Bill Payment properly. Bank is not liable for any failure to make a Bill Payment if Company fails to notify Bank promptly after it learns that has not received credit from a Payee for a Bill Payment. Bank is not responsible for Company's acts or omissions or for those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Bank's agent. In any event, Bank will not be liable for any special, consequential, incidental, or punitive, or any other losses, damages or expenses incurred in connection with the Digital Banking Services, or the Bill Payment Services, even if Bank has knowledge of the possibility of them. Bank is not liable for any act, failure to act, or delay in acting, if it is caused in whole or in part by circumstances beyond Bank's reasonable control. Notify the CIS Support Team at 844-979-7164 or via email at cis@lakecitybank.com in the event of the failure by Bank to make a Bill Payment, if a Bill Payment is not received by a vendor or a stop payment needs to be placed on a Bill Payment.

3.1.17. **Compliance with Law.** While Bank has no obligation to monitor Company Bill Payments, Bank may monitor Company's use of Bill Payment Services, and any Bill Payments, for Bank's own benefit, for compliance with this Agreement, and compliance with federal and state laws, including laws and regulations governing currency Transactions and money laundering. Bank may refuse or cancel any Bill Payment, including any recurring Bill Payment, if Bank, in its sole discretion, believes such Bill Payment was a Prohibited Bill Payment or may violate Applicable Law.

4. **Mobile Deposit Services.** The Mobile Deposit Service allows you to use the Lake City Bank Digital App to make deposits to your Accounts from home, office, or other remote locations (individually a "**Mobile Deposit**"; collectively "**Mobile Deposits**") by taking photos of the front and back of original Checks and transmitting the digital images ("**Images**") and associated deposit information to us or our processor with your Mobile Device.

4.1 **Fees.** The use of Mobile Deposit Services is subject to the Bank Fee Schedule. Company agrees to pay any Fees for the Mobile Deposit Services as provided in the Bank Fee Schedule, as amended from time to time.

4.2 **Limits.** Bank may establish daily and 30-day limits on the dollar amount and/or number of Check Images or Mobile Deposits. The daily and 30-day limits are over calendar Days and calculated based on Company's total Mobile Deposit activity across all Accounts that it uses with the Mobile Deposit Service. If Company attempts to initiate a Mobile Deposit in excess of these limits, Bank may reject the Mobile Deposit and Company may deposit the Check(s) in a manner consistent with other methods for making deposits provided by Bank (such as at a branch or ATM or by mail). If Bank permits you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and Bank will not be obligated to allow such a Mobile Deposit at other times. Company's assigned dollar deposit limit will be disclosed to it at the time that it makes the Mobile Deposit. Bank

reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to any receipt of notice thereof.

4.3 Funds Availability. After acceptance of the Mobile Deposit, Bank shall process the Mobile Deposit along with other Transactions received that Business Day by Bank. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of a deposit unless a hold is placed. If a hold is placed, Company will be notified. Funds deposited after 7:00 PM eastern time ("ET") on any Business Day and after noon ET on Christmas Eve, when Christmas Eve falls on a Business Day, will not be available for withdrawal until the second Business Day following deposit.

4.4 Requirements. Each Image must provide all information on the front and back of the original Check at the time presented to Company by the drawer (the person or entity from whose Account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The Image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check as it is made payable to and include "FOR MOBILE DEPOSIT ONLY AT LAKE CITY BANK." Company acknowledges and agrees that it shall be liable to us for any loss Bank incurs caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by Company.

4.5 Original Checks. After Company has received confirmation that a Mobile Deposit has been approved for deposit, it should mark the Check as having been deposited. Company agrees to store the original Check securely for a period of 30 calendar days from the date of the Image transmission (such period the "**Retention Period**"). During the Retention Period, Company shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, Company shall destroy the original Check it transmitted as an Image using a method of destruction that will result in the paper based Item being unprocessable and all sensitive personal and financial information undecipherable. Company hereby indemnifies Bank for, and holds Bank harmless from and against, any and all claims, demands, actions, causes of action, losses, and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by Company. During the Retention Period, Company agrees to promptly provide the original Check to Bank upon request.

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

4.7 Returned Deposits. If Images of Checks deposited by Company are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including,

but not limited to, issues relating to the quality of the Image, Company understands and agrees that, since Company either possess the original Check or has destroyed it in accordance with the original Check provisions in this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to Company's Account. Company understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by Bank, Company agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Company.

4.8 **Your Warranties.** Company makes the following warranties and representations with respect to each Image submitted for Mobile Deposit:

4.8.1. **Checks Deposited.** Each Image transmitted by Company to Bank is in accord with and complies with this Agreement, the Related Agreements, and the Rules;

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

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

4.8.4. **No Duplicates.** Each Image submitted to Bank complies with Company's agreement not to: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Company further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, Payee, or endorser, will be asked to pay the original Check from which the Image was created or a duplication (whether paper or electronic, including ACH entries) of such Check;

4.8.5. **No Loss.** No subsequent transferees of the Check or Checks, including but not limited to Bank, a collecting or returning bank, drawer, drawee, Payee, or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

4.8.6. **Information.** All information provided by Company to Bank is true, complete, and accurate in all respects;

4.8.7. **Transactions.** Each Image submitted to Bank and related Transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.

4.8.8. **Indemnity.** Company will indemnify Bank for, and hold Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of Company's warranties, representations and/or obligations in connection with any Mobile Deposit subject to this Agreement, any Related Agreement, or any other agreement between you and Bank. The terms of this paragraph shall survive the termination of this Agreement.

4.9 **Termination.** We may terminate use of the Mobile Deposit Service by any individual at any time. We may terminate it without notice if we reasonably believe it will prevent a loss to us, or if you have violated your agreements with us. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

MASTER DIGITAL BANKING SERVICES AGREEMENT - SCHEDULE I

SECURITY PROCEDURES SUPPLEMENT

Company must comply with the applicable Security Procedures described in this Security Procedures Supplement to the Master Digital Banking Services Agreement (the “**Master Agreement**”) when using the Services offered by Bank for which Company has enrolled. Bank may modify or amend the Security Procedures from time to time upon reasonable written or electronic notice to Company or by any other method permitted by law. The current version is available upon request. Company’s continued use of the Services following delivery of notice of modification to the Security Procedures will affirm its agreement to any future revisions to this Security Procedures Supplement. Capitalized terms used herein and not otherwise defined will have the meanings given them in the Master Agreement.

SECURITY PROCEDURES APPLICABLE TO ALL OF THE SERVICES

The procedures and processes described herein are designed to establish the minimum control expectations for Company’s use of the Services provided by Bank (the “**Security Procedures**”). The Security Procedures supplement the prudent banking practices and precautions required of the Company and described in the Master Agreement. The Services provided by Bank are generally accessed by means of Bank’s Digital Banking Services; however, in the event Company elects to transmit information of any kind through any other medium to Bank, the Security Procedures shall still apply. Certain Services, such as Wire Transfer Services (as defined in the applicable Service Addendum) and ACH Services, are only available upon specific request through Bank’s online banking system. The Security Procedures establish Company authentication at login, and provide a system of layered security for access to Online Banking and access to Company’s information. Bank will provide Company, or Company’s Administrator will be required to select, Access Credentials for the Administrator and any Authorized Users to employ in accessing the Services. Bank will also make available Security Procedures Enhancements for certain of the Services. Bank may also provide Company with User Guides in connection with certain Services. **Bank shall not be responsible for any action taken, allowed, or omitted in connection with any of the Services provided by Bank, or for any liability, loss, claim, or damage incurred by Company, and arising from the failure of Company to follow and employ the Security Procedures.**

COMMUNICATING WITH THE BANK

Some of the Services may require the Company to communicate information to Bank, some, or all of which may be confidential. Bank strongly encourages the Company to send any Confidential Information to Bank using a secure method, either through online banking, secure email, or fax. The Company assumes all liability for losses resulting from its failure to use a secure method of communication.

SECURITY OF ACCESS CREDENTIALS

Company agrees to change the temporary Access Credential(s) promptly after Company is given access to the Services for the first time, or when access is re-established following a lockout of the System. Company also agrees to change on a regular basis any identification number, login number, password, or other Item of information that is an Access Credential or that is assigned to Company’s Administrator or Authorized Users on a regular basis, but no less frequently than every 90 days. Whenever anyone who has had access to Company’s Access Credential(s) is no longer employed or authorized by Company to access the Services, Company is responsible for deleting and/or blocking any Access Credential used by or assigned

to such departed employee. Bank may require Company to change Company's Access Credential(s) at any time. Bank may deny access to the Services without prior notice if Bank is unable to confirm (to its satisfaction) any person's authority to access the Services or if Bank believes such action is necessary for security reasons. No transmission of any data that might contain Confidential Information should be sent over the internet unless it is authenticated and encrypted via an outside vendor's secure system.

GENERAL INFORMATION CONCERNING SECURITY PROCEDURES FOR ONLINE BANKING

Security Enhancements

In addition to the Security Procedures described above, Company will select and make use of the Online Banking Security Procedures ("**Security Enhancements**") offered by Bank in accordance with the instructions provided by Bank. Company understands that a failure to use the Security Procedures Enhancements will increase its risk of unauthorized Transactions. Company understands that access to the Accounts is under Company's complete control and that Bank employees are unable to unilaterally access Company's Accounts through use of the Digital Banking Services. It is the responsibility of Company to regularly access its Accounts by means of the Digital Banking Services to review the activity posted to its Accounts, and to immediately notify Bank in the event it detects any unauthorized activity.

Access to Account Information

Authorized Users may perform Services Functions as authorized by the Administrator, but subject to any limitations on transfers or Services Functions set forth in this Addendum, the Application, or in the Account Terms and Conditions. Authorized Users may access Accounts through use of the Services seven days a week. The Administrator will select the online banking Security Procedures it prefers to use and will ensure that the Authorized Users follow all instructions provided to Company with respect to the online banking Security Procedures.

SECURITY PROCEDURES FOR SERVICES ACCESSED THROUGH ONLINE BANKING

The following are the descriptions, terms and conditions of Security Procedures required by Bank for ACH Services and for Wire Transfer Services (as defined in the applicable Service Addendum), and available at Company's election for the other Services offered by Bank. Company's Administrator must notify Bank in writing if it elects NOT to use any one or more of the Mandatory Security Procedures listed below with the Services.

Mandatory Security Procedures

The following Security Enhancements are "**Mandatory Security Procedures**" and are the responsibility of Company:

- Reliable, current (up-to-date) and fully patched security suites including, at minimum, anti-virus, anti-malware; anti-botnet, and anti-spyware
- Hardware and software firewalls
- Hardware and VPN Encryption
- Process to patch systems in a timely manner
- Written security procedures designed to detect intrusion and protect Company's network from infection and data breach

- Regular employee training

To initiate an ACH or Wire Transaction, the user is required to enter their user ID, password, and a secured access code ("SAC"). If a user is unable to enter the secure access code (SAC) (or if their user ID or password is entered incorrectly) they will not be able to access their Account using online banking. Bank requires all Authorized Users to change their passwords every 90 days.

Additionally, the following additional Mandatory Security Procedures are active by default or made available upon enrollment in Digital Online Banking and acceptance of the Master Agreement and applicable Services Addenda:

Dual Control: A single user may not initiate a funds transfer through the use of the Wire Transfer Services (as defined in the applicable Service Addendum) or ACH Services. At least two Authorized Users must use a secure access code ("SAC") and their respective user ID's, and passwords. as described below to initiate a funds transfer.

Out of Band Authentication:

Out of Band Authentication is authentication outside of the Digital Banking Services. The Component the user is logging in with is evaluated using Component profiling to determine the risk of the log-in: low (PASS), medium (REVIEW), high (REJECT). Out of Band Authentication is used as a step-up authentication approach in the event that the Component profiling result is REVIEW. Authentication is then performed through an automated voice call or text message.

The user is first presented with a list of the phone numbers on record in Bank's Digital Banking Service. The user can choose any number listed to receive the voice call or text. They will then need to enter the security code. When the user selects to get an SMS text they give the Service permission to send the SMS text. This text will include the security code and the user will need to enter the code into the box on the screen. In either instance, when the correct security code is entered, the user can proceed to enter their password.

Discretionary Security Enhancements

Additional discretionary Security Enhancements that Bank strongly encourages Company to employ are:

Dedicated computer for online banking access only (no Company server or email access)

- Time restrictions/screen-savers with password required for re-entry
- Positive Pay Services
- ACH Positive Pay Services

Company recognizes that the above controls are recommended by Bank and provide significant additional security to prevent fraudulent activity. By choosing not to employ these techniques or additional Services, Company hereby accepts any and all liability from any type of loss or infringement which the above recommendations and/or Services may have prevented. Company will hold Bank harmless for any and all liability by Company's choice to not employ the above recommendations or additional Services.

IMPORTANT INFORMATION ABOUT THE USE OF SECURITY PROCEDURES FOR WIRE TRANSFER SERVICES

Company acknowledges that the full scope of the Security Procedures for Wire Transfer Services (as

defined in the applicable Service Addendum) that Bank offers and strongly recommends is available only if Company communicates directly with Bank by (i) telephoning its wire transfer desk at the telephone number communicated by Bank to Company, (ii) by use of Digital Banking Services, or (iii) by visiting one of Bank's branches. If Company attempts to communicate by any other method or otherwise not in accordance with the Security Procedures, Bank will not be required to execute such instructions, but if Bank does so, Company will be deemed to have refused the Security Procedures that Bank offers and strongly recommends, and Company will have agreed to be bound by any wire transfer, whether or not authorized, which is issued in Company's name and accepted by Bank in good faith. Where Company has enrolled in online banking, it acknowledges it has been provided with Security Procedures for use in initiating Payment Orders for funds transfers and it acknowledges that the Security Procedures it has selected in its Application are commercially reasonable.

SECURITY PROCEDURES REQUIRED FOR REMOTE DEPOSIT CAPTURE SERVICES

Company agrees to (i) limit access to and ensure safeguarding of any and Remote Deposit Capture (as defined in the applicable Services Addendum) equipment to persons who have a need for such access, and shall closely and regularly monitor the activities of employees who access the Services; (ii) notify Bank immediately if Company has any reason to believe the security or confidentiality required by this provision has been or may be breached; and (iii) immediately change any Access Credential if Company knows or suspects the confidentiality of such Access Credential has been compromised in any way. The Administrator or Primary Contact will appoint a Remote Deposit Services Administrator ("RDS Administrator") as designated in the Application, who has the authority to appoint Authorized Users.

SECURITY PROCEDURES ACKNOWLEDGEMENT

Company acknowledges that all relevant information has been provided to Bank about its funds transfer needs and circumstances and the contemplated size, type, and frequency of funds transfer requests that Company intends to make, and that it has been offered the full range of Security Procedures made available by Bank to its customers. Based on the foregoing, Company acknowledges and agrees that its selected Security Procedures are commercially reasonable for protection against fraudulent activity, and agrees to make use of these Security Procedures in connection with any Payment Order, Transaction, funds transfer, or instruction transmitted to Bank.