



Commercial Cash Management Master Agreement

To our valued Business Online Banking customers:

Thank you for banking with us. As your financial partner, we appreciate the relationship we have with you through Business Online Banking.

By using our banking services, you accept and agree to be bound by the terms within our agreement. The most current version of the Agreement will supersede all previous versions.

We encourage you to read the entire Agreement so you understand your rights and obligations for your banking services. If you have questions or concerns, **please contact us**.

By clicking on the Accept button, you agree to the most recent version of this Agreement. You can also print a copy for your records.

Park National Family of Community Banks
Commercial Cash Management | Master Agreement
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Index of Terms Defined in Master Agreement

Account	Login Credentials
Account Documents	Losses
Agreement	Maintenance Request
Applicable Law	our
Application	Security Procedures
Authorized Administrator	Services
Authorized Representative	Settlement Reserve
Authorized Users	UCC
Bank	Uniform Commercial Code
Business Day	us
Customer	we
Intellectual Property	you
Legal Notices	your

The **Commercial Cash Management Master Agreement** (the “Agreement”) governs the provision of Commercial Cash Management Services as described below by the Bank to you and your use of those Services. The terms “we,” “us,” “our” and the “Bank” shall mean Park National Bank and each of its divisions in the Park National Family of Banks, including, Carolina Alliance Bank, Century National Bank, Fairfield National Bank, First Knox National Bank, NewDominion Bank, Park National Bank of Southwest Ohio & Northern Kentucky, Richland Bank, Second National Bank, Security National Bank, United Bank, and Unity National Bank, as applicable. The terms “you,” “your” and the “Customer” shall mean the undersigned Customer identified on the signature page of this Agreement.

By signing this Agreement, you are agreeing to all of the terms and conditions of this Agreement and the terms and conditions of each Appendix applicable to each Service that the Bank authorizes you to use. By using any Service, you are agreeing to all of the terms and conditions of this Agreement and the terms and conditions of each Appendix applicable to such Service. As used throughout this Agreement and all the Appendices, the term “Agreement” includes this Master Agreement together with each Appendix for each Service that the Bank authorizes you to use. The terms and conditions of any Appendix for any Service that you do not use are not applicable to you.

1. Commercial Cash Management Services. Commercial Cash Management Services (the “Service”) means those services offered by the Bank for its business customers that you have requested through the application process described below and that the Bank has authorized you to use. The Bank, in its sole discretion, from time to time, may change the Services, eliminate certain Services or features of the Services, and/or add new Services or features without notice. Such changes to the Services shall be effective immediately upon the Bank implementing them and your use of any new or changed Services shall be subject to the terms and conditions of this Agreement. Your use of each of the Services is subject to additional terms, conditions and agreements set forth in the Appendices to this Agreement or in separate agreements, which you must agree to, execute and deliver to the Bank before you may use such Services. All such terms, conditions and agreements are incorporated herein and made a part of this Agreement. In event of any conflict

between the provisions of this Agreement and the provisions of any separate agreement for a Service, the provisions of the agreement for the Service shall govern.

NOTE: When you sign and submit to the Bank an Application or Maintenance Request, you are agreeing to all of the terms and conditions of this Agreement, including all of the terms and conditions of each Appendix for each Service that you request. When you use any Service you agree to be bound by all of the terms and conditions of this Agreement, including all of the terms and conditions of each Appendix for each Service that you use.

2. Eligible Accounts. You are eligible to use Commercial Cash Management Services only if you are a business customer of the Bank with an open and active business Account. An “Account” means either a deposit account (checking, savings, money market or certificate of deposit) used exclusively for business purposes or a loan or line of credit obtained from the Bank exclusively for business purposes. You may use the Services to access only business Accounts; you are prohibited from accessing any account at the Bank that is held primarily for personal, family, household or other consumer purposes using the Services. The Bank, in its sole discretion, may make exceptions to the foregoing requirements and allow certain Customers to use certain Services in connection with a personal consumer account, which will be permitted only by Customers who have signed and delivered to the Bank a Personal Accounts Risk Acknowledgment and such other documents as the Bank may require. In such event, the personal account shall be deemed an “Account” for purposes of this Agreement.

3. Account Documents. This Agreement does not supersede any of the documents, agreements or terms and conditions now or hereafter governing your Account(s), including, without limitation, your resolutions, signature card(s), terms and conditions and account disclosures (collectively, the “Account Documents”). All Account Documents shall remain in full force and effect after execution of this Agreement.

4. Applications and Maintenance Requests.
4.1. Applications for Commercial Cash Management Services. You must apply to use any Service by completing,

signing and delivering to the Bank an application in such form as the Bank may require (the "Application"). You agree to provide the Bank with any information that we request in connection with your Application, any Maintenance Request or your use of the Services. We will rely on the information that you provide to us. Any changes to the information that you provide to us must be made in writing and will be effective after we have had a reasonable opportunity to act on the changed information. Before you may use any of the Services, you must be approved by the Bank, in its sole discretion, and you must execute and deliver to the Bank this Agreement and any other documents and agreements required by us.

4.2. Changes to Services – Maintenance Requests.

You may request changes to the Services, request the deletion of certain Services, add or delete Authorized Users (as defined below), change each Authorized User's access times, change the Accounts that each Authorized User may access, change the functions each Authorized User may perform, and request other changes by completing, signing and delivering to the Bank a Maintenance Request, as revised from time to time, or such other form as the Bank may require from time to time (a "Maintenance Request"). You are responsible for keeping this information up to date. You must immediately submit a Maintenance Request to the Bank if there are any changes to your Authorized Users or the Services, Accounts or functions that you authorize them to access or perform. You authorize the Bank to rely upon the most recent Application or Maintenance Request that it has in its file at the time of each transaction until you submit a new Maintenance Request and we have had a reasonable opportunity to act on the changed information.

NOTE: The Bank may allow you to submit Applications and Maintenance Requests by using a secure email or other Security Procedure (as defined below). All Applications must be signed. The Bank may elect to approve a Maintenance Request that is not signed. Any record of a request to change the Services that the Bank verifies (in any reasonable manner) is made by an Authorized Representative or Authorized Administrator shall be deemed to be a valid Maintenance Request, whether or not it is on a Bank form and whether or not it is signed, and, if accepted by the Bank you shall be bound by the changes.

5. Authorized Representatives; Authorized Users; and Authorized Administrators.

5.1. Authorized Representative. Each Application must be completed and signed by the person or persons you have designated in your resolutions and signature card(s) on file and in effect with the Bank as your agent to whom you have granted the power to execute agreements for Commercial Cash Management Services on your behalf (the "Authorized Representative"). We are entitled to rely upon the accuracy of all information and authorizations received from an Authorized Representative and on the authenticity of any signatures and communications purporting to be of an Authorized Representative. You agree to notify us immediately if you change, add or delete any person as an Authorized Representative, Authorized Administrator (as defined below) or Authorized User. You acknowledge that we may require a reasonable time period before we act upon any such change. You agree that we may refuse to comply with requests from any

person until we receive documentation reasonably satisfactory to us confirming the person's authority.

5.2. Authorized Administrator. You authorize the Bank, in its sole discretion, to permit an Authorized Representative to grant to one or more individuals the authority to submit to the Bank Maintenance Requests for changes to the Services (an "Authorized Administrator"), provided that such authority must be in writing in form and substance acceptable to the Bank in its sole discretion. The Authorized Administrator may be, but does not have to be, an Authorized Representative or an Authorized User. An Authorized Administrator will not have authority to submit Applications for new Services, but will have authority to submit Maintenance Requests for any and all changes to your existing Services, including, without limitation, adding and deleting Authorized Users.

5.3. Authorized Users. The persons authorized to use the Services on your behalf are designated in the Application and/or in any Maintenance Request that you submit to the Bank (the "Authorized Users"). By signing the Application and each Maintenance Request, the Authorized Representative or Authorized Administrator is authorizing on your behalf the Authorized Users to use the Services, access your Accounts online and perform the functions indicated on the Application or Maintenance Request, whether or not such Authorized Users are designated in your resolutions, signature card(s) or other Account Documents as your agent with such powers. We are entitled to rely upon the accuracy of all information and authorizations received from an Authorized User and on the authenticity of any signatures and communications purporting to be of an Authorized User.

NOTE: If you sign up for "Account Analysis," a service that combines the activity and statement information for multiple Accounts onto one statement, information for all of your Accounts on analysis will be contained in a consolidated Account analysis statement. Therefore, every Authorized User who has access to such consolidated Account analysis statement will see information relating to **ALL** of your analysis Accounts. In addition, each Authorized User of each of your analysis Accounts will have the ability to view online consolidated Account analysis statements, transaction information, and additional information relating to **ALL** of your analysis Accounts, even if such Authorized User is not a signatory on, or otherwise authorized to use any other Services relating to, certain of your analysis Accounts.

6. Bank's Representations and Warranties – Disclaimer. We agree to provide the Services in accordance with reasonable commercial banking standards prevailing for similarly situated financial institutions. We do not and cannot warrant that any of the Services will operate without errors or will be available and operational at all times. **Except as expressed elsewhere in this Agreement or in any applicable separate agreement for any Service, we make no other representations or warranties, either express or implied, of any kind with respect to any Service or our performance of the Services, including, without limitation, those of merchantability and fitness for a particular purpose. No descriptions or specifications constitute representations or warranties of any kind.**

7. Customer's Representations and Warranties.

(a) You represent and warrant to us that: (i) you are duly organized, validly existing, and in good standing in the jurisdiction in which you are organized, and you are validly qualified to do business in any other jurisdiction where you do business and are required to be qualified; (ii) your execution, delivery and performance of this Agreement and any other agreements for Services have been authorized by all necessary entity and governmental action; (iii) the person(s) signing this Agreement, the Application, any Maintenance Request and any other agreements for Services on your behalf are duly authorized to do so; (iv) this Agreement represents your legal, valid and binding obligation; (v) the execution and performance of this Agreement and the use of the Services do not and will not violate any Applicable Law, your entity governing documents, or any material agreement by which you are bound; (vi) any transaction that you conduct using any of the Services or otherwise as contemplated by this Agreement will not be in violation of any state or federal law; (vii) you will follow all formalities and legal requirements with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions and any record keeping requirements with respect thereto; and (viii) each transaction you conduct, and each Account you have with us is conducted or maintained for a business or commercial purpose and not a personal, family, household or other consumer purpose, provided, however, that your representation in (viii) shall not apply if the Bank, in its sole discretion, has allowed your use of any Services in connection with a personal consumer account and you have signed and delivered to the Bank a Personal Accounts Risk Acknowledgment and such other documents as the Bank may require.

(b) You further represent and warrant to us that all the statements and information contained in Applications, Maintenance Requests, financial statements and other documents and information that you submit to the Bank: (i) are true, correct and complete in all material respects; (ii) fairly represent your financial condition as of the date submitted; (iii) do not contain any false or misleading statement of a material fact; and (iv) do not omit any material fact necessary to make such statements or information therein not misleading.

(c) You reaffirm these representations and warranties each time you use a Service. In addition, you agree to immediately notify us if any representation or warranty made by you is no longer true and/or if any material adverse change to your financial condition occurs.

8. Security.

8.1. Security Procedures. Your use of the Services is subject to certain security procedures, including, without limitation, the use of Login Credentials (defined below), and in some cases the use of security tokens, positive pay, Trusteer Rapport, dual controls, challenge questions and answers, Authorized Users' personal identification information (including driver's license numbers and social security numbers), and other security protocols, and for certain Services the use of certain equipment or software (collectively, the "Security Procedures").

8.2. Login Credentials. You will access and use Business Online Banking and certain other Services through the Bank's website by logging in over the Internet. After your Application for such Services is approved, the Bank will send your Authorized User(s) a letter by secure email or regular US Mail

with an initial Access ID, password (the "Login Credentials") and enrollment instructions. Once enrolled, each Authorized User will be prompted to change his or her Login Credentials and will not be able to use the Service until they are changed. If any Authorized User does not log in and use any of the Services for a period of six (6) months, the Bank may terminate such person's Login Credentials and authority to use the Services. Such person's Authorized User status may be reinstated by submitting a new Application or Maintenance Request.

8.3. Safeguarding the Security Procedures. You agree to (a) protect and maintain the complete security and confidentiality of your Account(s), Account numbers, and all Login Credentials and other Security Procedures, and (b) institute and use prudent procedures and practices to control access to the Services and use of the Security Procedures. Your Authorized Users shall not make available a written record of any Login Credentials and shall not otherwise disclose any Login Credentials to anyone not authorized to use them. Your failure to safeguard and protect the confidentiality of Login Credentials or other Security Procedures may enable an unauthorized person to use the Services and access your Accounts, data and funds and may result in other unauthorized uses of the Services, for which you are fully responsible.

8.4. Notification of Breach of Security Procedures. You must notify us **immediately** if there has been a breach of your security, including, without limitation, if any Login Credentials or other Security Procedure has been lost, stolen, misused or compromised or if you believe anyone other than an Authorized User has gained access to them; or if any of your Account information, personal identification information, or other confidential information has been, or may have been, used or accessed without your permission. You should notify the Bank of such breach of security at your local branch or at the telephone numbers of the Bank provided for such purpose on the Bank's website or in your Account Documents.

8.5. Required Security Procedures. The Bank may require you to use certain Security Procedures, in which case, your use of the Services will be subject to your use of the required Security Procedures. Without limiting the foregoing, the Bank currently requires that: (a) one-time password tokens must be used in connection with OnSite Express Deposit Services, ACH Services and Wire Transfer Services; and (b) dual controls must be used if your ACH transactions and/or your deposits using OnSite Express Deposit Services exceed any dollar threshold that the Bank may establish from time to time in its sole discretion (or if the Bank reasonably believes that they will exceed such dollar threshold in any given day at any time during your use of such Services). The Bank may require you to use other Security Procedures in connection with certain Services from time to time by notifying you of such requirement. Your failure or refusal to use any Security Procedure required by the Bank shall be grounds for the Bank to immediately terminate your authority to use any or all Services.

8.6. Failure to Use Optional Security Procedures. The Bank may offer Security Procedures, including, without limitation, one-time password tokens, positive pay, Trusteer Rapport, dual controls, and other Security Procedures, which can be effective in assisting you in reducing the incidence of fraud and other unauthorized activity in your Accounts. Certain Security Procedures are required to be used in connection with

certain Services. However, to the extent that certain Security Procedures are optional with respect to the Services you use and you choose not to utilize them, you will be deemed to have assumed the risks of the activities that could reasonably have been prevented by the proper use of such Security Procedures.

8.7. Certain Instructions Must Be Made Using Security Procedures. Each payment order, wire transfer instruction and ACH entry must be made using the Security Procedures and otherwise in accordance with this Agreement, any separate agreement for an applicable Service, and Applicable Law. We also may require from time to time other instructions to be made using the Security Procedures.

8.8. Verification. If we accept and act in good faith on a payment order issued to us in your name and in accordance with the Security Procedures, this Agreement and any other agreement between you and us, the payment order is effective as your payment order, whether or not it is authorized, and you are bound by it. Any other Instruction communicated to us in your name in compliance with the Security Procedures shall be conclusively presumed to be authorized by you and is effective as your Instruction, whether or not it is authorized, and you are bound by it. All access to, and use of the Services using the Security Procedures shall be conclusively presumed to be authorized by you. Except as otherwise set forth in this Agreement, you assume all risks and costs arising out of (a) all Instructions involving your Account(s) initiated through the use of the Services or the Security Procedures and (b) all Instructions sent by any Authorized User or that the Bank reasonably believes was sent by an Authorized User.

8.9. Limitations of Security Procedures. The Security Procedures are not designed to detect errors in any Instruction to us. You are solely responsible for the accuracy and completeness of each Instruction sent to us. The Security Procedures are in addition to and do not limit, revoke or affect the authority of any person (whether by course of dealing or otherwise) to transmit Instructions in your name. We may continue to rely upon such authority and we are authorized to act upon Instructions received from persons acting pursuant to such authority. You are bound by any authorized payment order or other Instruction. **While our websites include encryption and other data protection features, you understand that the Internet is inherently insecure, that data communications and transfers, including electronic mail, occur openly over the Internet, and that there is a risk that they will be compromised or intercepted and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing any Services, or email transmitted to and from us, will not be monitored or read by others. Except where these risks occur as the direct result of our failure to use industry standard data security measures, we are not liable if these risks occur or for the use of your data by others. In any case, we are not liable if your privacy or data is compromised or otherwise is not maintained either prior to your establishing a secure connection to our website or designated portal or after terminating that connection. If you access any Service by the Internet, you are also solely responsible for following all log-off procedures for fully and completely logging off and for clearing all cookies and all other record of your online session from your Internet browser's history, and from the computer's cache and memory.**

8.10. Customer Responsibilities. In addition to using the Security Procedures, you agree to: (a) institute and use reasonable measures to mitigate the risks of conducting banking transactions through the Internet and using the Services; (b) institute and enforce effective policies and procedures to ensure that your personnel use the Services only as authorized and within the limits of their permission or authority; (c) incorporate and use reasonable security features and technology in your computer software, hardware and systems; and (d) educate and update yourself and your employees on the proper and secure use of the Internet, and the existing and emerging threats from computer viruses and attacks, email scams, cybercrimes and other attempts to gain access to your banking or other confidential information, and use reasonable efforts to address these threats. You are solely responsible for having and maintaining at your expense proper functioning hardware, software, communication devices and Internet access and service necessary to use the Services.

8.11. Annual Site Review and Training. For certain Services, including without limitation, OnSite Express Deposit Services, Remote Deposit Capture Services and Automated Clearing House Services (ACH), you will be required by the Bank and/or Applicable Law to perform an annual site review process and training regarding security and your use of the Services. You agree to complete, and to certify to the Bank your completion of, any and all site review processes and other training as the Bank or Applicable Law may require from time to time, at least annually or otherwise as we may occasionally request. Failure to comply with these conditions constitutes breach of this Agreement.

9. User Guides. For certain Services, including, without limitation, OnSite Express Deposit Services, Positive Pay Services and ACH Services, the Bank will provide you with a user guide. Your use of such Services is conditioned upon your following the instructions and Technical requirements contained in any applicable user guide associated with the Service you are using.

10. Privacy. Please refer to the Bank's Privacy Statement, which is available upon request or can be found on our website and which may be amended from time to time, for information on how we collect, share and protect your personal information.

11. Additional Disclosures. In addition to the Bank's Privacy Statement, you understand that information about your Accounts and the deposits you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We also may provide information about your Accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed, when accounts are not handled properly and when customers are in default of their obligations to the Bank. We also may seek information about you from others, such as the credit bureaus, in connection with the opening or maintaining of your Account or in connection with approving your access to or use of any of the Services. You agree and hereby authorize all of these transfers and disclosures of information.

12. Intellectual Property.

(a) You acknowledge and agree that all right, title and interest in and to the Bank's Intellectual Property are owned or licensed by, and are proprietary to, the Bank or its vendors or licensors. The Bank's "Intellectual Property" means, collectively, all copyrights, trademarks, trade names, trade secrets and other Intellectual Property and proprietary rights of any kind owned or licensed by the Bank, including, but not limited to: all software related to the provision of the Services; the Bank's website content, pages, and other materials; all User Guides and other printed materials relating to the Services; other works of authorship and material displayed or utilized in connection with the Services; the names, trademarks, logos, slogans and service marks used, displayed and found on our websites; and all other intellectual property relating to the Services. No Intellectual Property may be copied, modified, disassembled, reproduced, used in any way (other than as authorized in connection with the Services) or publicly displayed, or distributed in any medium of expression without prior written consent.

(b) You agree not to at any time either directly or indirectly: (i) put to issue the scope, validity or ownership of the Bank's (or its licensors) Intellectual Property rights; (ii) perform any act that could reasonably be expected to impair the scope, validity or ownership of such Intellectual Property rights; (iii) assert any ownership rights in the Bank's Intellectual Property; or (iv) remove or alter any copyright, trademark, or other Intellectual Property notices, legends, symbols or labels appearing on or in any documentation or packaging relating to the services.

(c) You acknowledge and agree that no license or interest of any kind in the Bank's Intellectual Property, either express or implied, is granted to you under this Agreement, except for the limited right to use the services in accordance with this Agreement.

(d) We agree to be responsible for and to defend at our own expense or settle any action brought against you to the extent that it is based on a claim that your use of a Service directly infringes a copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that you: (i) promptly notify us in writing of such claim; (ii) have not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (iii) reasonably cooperate with us at our expense in the defense or settlement; and (iv) give us sole control and authority over all aspects of the defense or settlement of such claim.

13. Fees and Charges. You agree to pay the Bank's standard fees and service charges for each of the Services in effect from time to time as billed by us. In addition, you agree to pay the Bank's standard fees and charges for any requested or required special services or handling that are not covered by this Agreement. The Bank's fee schedule for all Services is available upon request. The Bank may adjust its fees, charge new fees and otherwise amend its fee schedule at any time without notice. Each adjustment of the Bank's fees will be effective for the next applicable billing cycle following the adjustment. You are responsible for all taxes attributable to your use of the Services or this Agreement. All service charges for your use of the Services are in addition to any normal service charges that apply to your Account(s). All service charges shall be charged to your Account(s), provided, however, that if there are not sufficient funds in your Account(s) to pay the

service charges, you shall be responsible for any deficiency. You will be billed for the deficiency and you will be responsible for payment within thirty (30) days of the billing notice. You are also responsible for telephone and Internet service fees you incur in connection with your use of the Services.

14. Right of Offset. You grant us a contractual right of offset against your deposits and funds in your Accounts with us at any time in order to satisfy any unpaid or unperformed obligation to us under this Agreement, now or at any time in the future. We may exercise our right of offset without demand or notice, and without recourse to any other collateral. Our rights of offset are limited to the extent of limitations and restrictions imposed by Applicable Law.

15. Compliance with Laws. This Agreement, any separate agreement for any Service and the use and provision of the Services are subject to all applicable state, federal, local and foreign laws, rules, regulations and other laws (collectively, the "Applicable Law") including, without limitation, the Uniform Commercial Code; regulations, rules and operating guidelines established by NACHA – the Electronic Payment Association and any money transfer system, check clearing organization and payment clearinghouse used by us in providing the Services to you; and the rules, regulations and operating circulars of the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency and the Federal Trade Commission, the U.S. Department of the Treasury (including, without limitation, the Office of Foreign Assets Control). Both parties agree to be bound by and to comply with Applicable Law in using or providing the Services. You agree not to make or accept any payments in any accounts with us in connection with unlawful Internet gambling. As used in this Agreement and in each Appendix, the "Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as adopted in the state of Ohio, except, if the UCC as adopted by such state specifically provides that the law of another jurisdiction shall apply, then such terms shall mean the Uniform Commercial Code as adopted by such jurisdiction.

16. Limitation of Bank's Liability. The Bank shall not be responsible for your acts or omissions and none of your employees or agents shall be considered agents of the Bank. **You agree to the maximum extent permitted by law that in no event will we be liable or responsible for any consequential, special, incidental (including, without limitation, attorney fees, lost profits, lost data) punitive or indirect loss or damage that you or any other person may incur or suffer in connection with any of the services provided by us, even if we have been advised of the possibility of such loss or damages.** You further agree, to the maximum extent permitted by law, that our liability to you arising from any Service will be limited to actual monetary damages that are the direct result of our failure to exercise reasonable care in providing the Services in accordance with Section 6 above. Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting: (a) if any legal constraint or circumstances beyond the Bank's control caused, in whole or in part, such failure or delay, including, without limitation, fire, labor disputes, power failures, acts or omissions of civil authorities, civil disturbances, and/or computer malfunctions; or (b) if there is any disruption in any Services or any of the equipment or software used to provide the Services. Notwithstanding the foregoing, for Instructions that

are subject to UCC Article 4A, we are liable only for damages required to be paid under UCC Article 4A.

17. Your Responsibilities. You agree to be responsible for and to defend and hold us and our officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all losses, liabilities, damages, actions, claims and expenses including court costs and reasonable attorneys' fees and expenses ("Losses") resulting directly or indirectly from, or arising in connection with: (a) your breach of any of your agreements, representations, warranties or covenants in this Agreement, or any other agreement with us relating to the Services; (b) your violation of or failure to comply with any Applicable Law; (c) your use of the Services and our complying with or carrying out any Instruction or other direction given to us in accordance with this Agreement; (d) any acts or omissions by you, or your employees, agents, customers or any person acting on your behalf; (e) any claims against the Bank from a third party resulting directly or indirectly from any act or omission of the Bank that is in accordance with your Instructions and/or within the terms of this Agreement; and (f) your failure to provide to and maintain with the Bank accurate, complete and current information as required under this Agreement, any Application or Maintenance Request, or as otherwise requested by the Bank. You are not, however, responsible for any Loss directly resulting from our gross negligence or bad faith. Nothing contained in this Agreement shall be deemed to relieve you of any liability, duty or obligation which may be imposed upon you by any federal, state or municipal laws, including without limitation, laws requiring you to maintain records regarding your business or employees or to withhold taxes or other deductions.

18. Confidentiality. Subject to your duties under Applicable Law, you agree to keep confidential and not disclose to any third party (other than your agents) our fees and charges, terms of any of the Services, software, programs, Intellectual Property and other proprietary information and systems we or our vendors and service providers provide and disclose in connection with the Services. You acknowledge the exclusive ownership by us or our vendors and service providers of such information, and agree to use such information solely for purposes of using the Services.

19. Duty to Inspect. Information regarding transactions involving the Services is reported on your Account statement and is also available through one or more of our Services. You are responsible for monitoring your use of our Services and all activity in your Accounts with us including individual transactions. You agree to: (a) regularly review the Account information we make available to you through the Services; (b) promptly review your Account statements when they are made available or sent to you; and (c) notify us as soon as reasonably possible of any error, unauthorized transaction or other similar matter but, in any case, not more than thirty (30) calendar days after the information is so made available or sent to you. The Terms and Conditions of certain Services, including, without limitation ACH, Positive Pay, Business Online Banking and Wire Funds Transfers, require you to review your transactions and to notify the Bank of errors or discrepancies or take other actions within much shorter time-periods specified in the applicable Appendix or separate agreement. Nothing in this section shall extend such time-periods or otherwise modify your obligations under the Terms and Conditions of such Services. The Bank's liability, if any, for any unauthorized transaction is limited by

Applicable Law, this Agreement and any other agreement between you and the Bank.

20. Transaction Limits. If we in good faith determine that providing any Service to you will result in unacceptable credit exposure or other risk to us, or will cause us to violate any Applicable Law, we may, without prior notice, limit your transaction volume or dollar amounts, refuse to execute transactions, or terminate your use of that Service. In addition, we may restrict or limit the types of Instructions you may send to us for processing or execution. We will, to the extent not restricted by law, promptly communicate our decisions regarding such restrictions to you. You agree to provide us, upon our request from time to time, with such financial information and statements and other documentation as we reasonably determine to be necessary or appropriate to enable us to evaluate our exposure or risk. Except as expressly provided in another agreement between you and us, nothing in this Agreement requires us to extend any credit, provisional or otherwise, even if we have done so in the past.

21. Security Interest in Accounts and Settlement Reserve. You grant to the Bank a security interest in all your Accounts and other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 45 days following the expiration of any return or chargeback rights arising out of or relating to your use of any of the Services or, if later, until any other claims to such funds have expired. You may be required to maintain a reserve ("Settlement Reserve") of an amount to be determined by the Bank in its sole discretion. You acknowledge and agree that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of your obligations under this Agreement. You authorize the Bank to immediately replenish the Settlement Reserve to an amount to be determined by the Bank via an ACH debit to your Account or by a direct deposit to the Settlement Reserve if your Settlement Reserve falls below the required amount. You grant the Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by you under this Agreement without notice or demand to you. Your obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all of your obligations under this Agreement have been fully offset. The Bank's security interest shall continue until all of your obligations under this Agreement have been fully offset.

22. Termination. Either party may terminate this Agreement or any Service at any time for any reason by giving thirty (30) days prior written notice of termination to the other party. We may terminate or suspend immediately any Service without notice to you if you fail to maintain sufficient available funds in any Account maintained for any service; if we have reason to believe that there has been or may be an unauthorized use of your Login Credentials or other Security Procedure or other unauthorized access of your Accounts; or if we have reason to believe or suspect that there is or has been any fraudulent or suspicious activity with respect to your Accounts. In addition, we may terminate this Agreement or terminate or suspend any Service immediately upon notice to you if: (a) you close any Account established in connection with the Services without establishing

a replacement Account; (b) you breach a material obligation under this Agreement, any Applicable Law or any other agreement with us; (c) you become insolvent, are placed in receivership or are adjudicated bankrupt or you become subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of creditors; (d) your financial condition has become impaired in our good faith opinion; or (e) the continued provision of Services in accordance with the terms of this Agreement would, in our good faith opinion, violate Applicable Law or subject us to an unacceptable risk of loss. Upon any termination of this Agreement, you shall: (i) promptly pay to us all sums due or to become due under this Agreement; (ii) return immediately to us, at your expense, all equipment, software, and related materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from us or otherwise and shall pay us for any damages to any such materials (ordinary wear and tear excepted); and (iii) have no further right to use the System or the related equipment or materials. Termination of a Service or this Agreement does not relieve or excuse your payment obligations for any Services that we provide to you before or after the Service or this Agreement is terminated, nor does it release you or us from any of our respective obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability, indemnification and responsibility shall survive the termination of a Service or this Agreement.

23. Execution of Agreement and Amendments; Notice of Amendments.

23.1. Execution of Agreement and Amendments. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. This Agreement, including, the terms and conditions of any Appendix, may be amended in writing executed by both parties. Any party may execute this Agreement or any amendment to this Agreement by any reasonable means of written or electronic confirmation from such party of its execution of, or consent to, the Agreement or amendment. Without limiting the foregoing, we may rely on the receipt of any of the following from you as an expression of your consent or agreement to this Agreement or any amendment: a signed original counterpart; a copy of a signed counterpart delivered to us by facsimile transmission; a copy of a signed counterpart that is scanned and delivered to us by email; your execution of this Agreement or any amendment using any electronic device, including, without limitation, a computer with a touchscreen monitor, a tablet, or an electronic signature pad; and/or any other expression of your consent or agreement to this Agreement and/or any amendment that is documented using an online or electronic process established by the Bank, including, without limitation, by checking a box or clicking "I agree" or "I accept" or a similar indication of consent online, or by completing an online survey containing this Agreement or any amendment. Any such written or electronic confirmation of your consent or agreement to this Agreement and/or to any modification or amendment of this Agreement shall be fully effective as an original executed counterpart of this Agreement and/or the modification or amendment.

23.2. Notice of Amendments. Alternatively, we may amend this Agreement, the terms and conditions of any Appendix, and/or any separate agreement for any Service by giving you thirty (30) calendar days prior written notice, provided, however, that any adjustment of the Bank's fees pursuant to Section 13 above shall not require thirty (30) days prior written notice. If you wish to decline the amendment, you must terminate this Agreement or, if the amendment relates to a specific Service, discontinue your use of that Service and terminate the applicable Appendix. If you continue to use the affected Service after the expiration of the thirty-day (30-day) period or a later effective date specified in such notice, you are bound by this Agreement as amended. Notwithstanding the foregoing, if an amendment is required by or under Applicable Law or by a regulatory authority with jurisdiction over us, or, in our good faith opinion, is necessary to preserve or enhance the security of a Service, we may amend this Agreement, the terms and conditions of any Appendix, or any separate agreement for any Service by giving you notice of the amendment by any means permitted by Applicable Law, and the amendment will be effective immediately upon us giving you such notice.

24. Communications.

24.1. Communications from You to Us.

(a) Any notice or demand required or permitted under this Agreement from you to us, relating to your rights under this Agreement or the Bank's performance of its obligations or covenants under this Agreement, including, without limitation, any notice of default, any notice of termination of this Agreement, and any other notice that is required under this Agreement or Applicable Law to be in writing (collectively, "Legal Notices"), shall be given to the Bank in writing, shall be sent by United States certified or registered mail, return receipt requested, or by courier, hand delivery or overnight delivery, with all postage and charges prepaid, and shall be deemed effective on the date it is actually received by the Bank. All Legal Notices by you to us shall be addressed to the Bank, Attention Commercial Cash Management, located at 51 North Third Street, Suite 502, Newark, Ohio 43055, unless we specify another address to you in writing.

(b) If you become aware of any fraud, unauthorized access to your Accounts or the Services, the loss of any login credentials or any other breach of security, you must notify us **immediately** either in person at your local branch or by calling the Bank using the telephone numbers provided on the Bank's website or in your Account Documents for such purpose.

(c) Certain communications by you to us, including, without limitation, payment orders, wire transfer instructions, ACH entries and certain other instructions as we may require from time to time, cannot be made by email but must be made using the Security Procedures and in accordance with this Agreement, any separate agreement for an applicable Service, and Applicable Law. We also may require from time to time other communications to be made using the Security Procedures.

(d) Other communications by you to us may be made in person at your local branch or at the telephone numbers, email addresses and other contact information of the Bank provided for such purpose on the Bank's website or in your Account Documents. However, you agree and acknowledge that email is not a secure method of communication. You should not

send an electronic mail message if you need to communicate with us immediately. You also should not use email to send banking instructions or to send Account information or transaction information. If you do send us an email, and it contains the type of communication that you are permitted to send to us electronically, it shall be considered to be an original writing and to have been signed by the Authorized User who sends the communication. If you email us or ask us to reply to you via email you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your Account or personal information resulting from email. Any email that you send to and is received by us will be deemed to have been received on the following Business Day. The Bank will have reasonable time to act on your email, however we are not required to act on any email received and we are not responsible for misdirected or lost emails. As used in this Agreement and in each Appendix, a "Business Day" means a calendar day other than: (a) a Saturday or a Sunday; (b) any federal, state or local holiday; or (c) any day in which the Bank is closed for business.

NOTE: For purpose of clarification, the term "Business Day" excludes all Saturdays, Sundays and all federal, state and local holidays, even if one or more branches of the Bank may be open for business on those days.

24.2. Communications from Us to You; Your Consent to Electronic Delivery of Notices. Unless otherwise required by Applicable Law, you agree that all communications from us to you, including all future disclosures required by law (including electronic fund transfer disclosures), and amendments to this Agreement and to any Appendix, may be sent to you electronically at your email address that we have for you in our records, or may be made electronically by posting the notice, disclosure, amendment or other communication on the bank's website. Any such email or other electronic communication shall be deemed to be "in writing" and to be a "written notice" as may be required under this Agreement or Applicable Law. You agree to notify us immediately of any change in your email address. We also may communicate with you through use of the Services. We also may deliver any notice or other communication to you in writing sent to you by regular US Mail, courier, hand delivery or overnight delivery at the address we have for you in our records.

25. Miscellaneous. The headings in this Agreement are for convenience or reference only and will not govern the

interpretation of the provisions. This Agreement, together with the Account Documents, each applicable Appendix, and any separate agreement for a Service, supersedes all other agreements and understandings between the parties, either oral or written, and constitutes the entire agreement of the parties with respect to the subject matter hereof. You may not sell, assign or transfer, or grant a security interest in any of your rights or obligations under this Agreement without our prior written consent. We may assign our rights and obligations under this Agreement in whole or in part without your consent (a) pursuant to, or in connection with any merger, consolidation or amalgamation involving us or our parent company, or the sale or transfer of all or substantially all of our assets or stock, or (b) in connection with the sale or other disposition involving a line of our business to which this Agreement relates. We will use reasonable efforts to notify you of any such assignment. This Agreement, and all terms and provisions thereof, and amendments hereto, shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors, permitted assigns, and legal representatives. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement shall be governed in all respects including its validity, construction, interpretation, breach and performance by applicable federal law and the laws of the state where the account is located. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the United States District Court for the Southern District of Ohio, for any claim arising out of or relating to this Agreement and/or your use or our provision of the Services. **Each party hereby voluntarily, irrevocably, and unconditionally waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between or among the parties arising out of, in connection with, related to, or incidental to this Agreement, any separate agreement for any Service and/or your use and our provision of the Services.** Any provision of this Agreement that is prohibited and/or unenforceable shall be ineffective, to the extent of such prohibition or unenforceability, and this Agreement shall be construed in all respects as if such prohibited or unenforceable provision were omitted, without, however, invalidating the remaining provisions of this Agreement. In the event the law is subsequently amended or interpreted in such way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

APPENDIX A | Business Online Banking Services

Description of Services

This Appendix is attached to and made a part of the Commercial Cash Management Master Agreement. This Appendix provides certain additional terms and conditions relating to the Bank's Business Online Banking Services. A Customer requesting Business Online Banking Services agrees to, and is bound by, all of the terms and conditions of the Master Agreement and this Appendix.

The Business Online Banking Services are those Services offered by the Bank to allow its business customers to access certain features and information relating to their Account(s) via the Internet, as more fully described on the Bank's website. The Bank, in its sole discretion, from time to time, may change the features and functions, eliminate certain features or functions and/or add new features or functions of its Business Online Banking Services, without notice. Certain other Services may appear on or through your use of Business Online Banking that have not been approved for you and, therefore, will not be available to you. You may add any such additional Service by completing and delivering to the Bank an Application to do so, subject to the Bank's approval. Additionally, by using the Service(s) when they become available to you, you agree to be bound by the terms and conditions of this Agreement, including, this Appendix.

Terms and Conditions

1. Definitions. Capitalized terms not otherwise defined in this Appendix shall have the same meanings given to them in the Master Agreement. Although this Appendix may reference the Master Agreement in order to identify the location of certain terms, as used in this Appendix, the term "Agreement" means both the Master Agreement and this Appendix as a whole. Unless otherwise defined in this Agreement or unless the context or use indicates another or different meaning or intent, all terms used herein that are defined in the Uniform Commercial Code shall have the meaning stated therein.

2. Using Business Online Banking Services. To use the Business Online Banking Services, you must: have at least one Account at the Bank; acquire the computer hardware and software required to access the Services; have World Wide Web access via a secure Internet Service Provider (ISP); have an Internet browser that supports a minimum 128-bit encryption standard; have antivirus software; and have a valid email address.

NOTE: If you sign up for "Account Analysis," a service that combines the activity and statement information for multiple Accounts onto one statement, information for the Accounts on analysis may be contained in a consolidated Account analysis statement. Therefore, every Authorized User who has access to such consolidated Account analysis statements will see information relating to **ALL** of your analysis Accounts. In addition, each Authorized User of each of your analysis Accounts will have the ability to view online consolidated Account analysis statements, transaction information, and additional information relating to **ALL** of your analysis Accounts, even if such Authorized User is not a signatory on, or otherwise authorized to use any other Services relating to, certain of your analysis Accounts.

3. Security Procedures. Your use of the Business Online Banking Services is subject to the Security Procedures described in the Master Agreement.

4. Stop Payments. One function of the Services is that you may initiate a stop payment on a single item or a range of items online and you may review the status of previously initiated stop payments. Stop payment requests are subject to the stop payment cutoff time and other terms, conditions and requirements described in your Account Documents. A stop payment request initiated through the Services will not be effective until we receive the request, have had a reasonable opportunity to review our records, have determined that the check has not been paid, and have provided you with an online confirmation. The stop payment is only in effect for six months from the effective date listed on the online confirmation, and you must renew the stop payment request if you wish to extend the stop payment beyond the six-month expiration date. You must include all required information when making a stop payment request using the Services. You understand and agree that we can only stop an item that exactly corresponds to the item described based on the information you provide. Before making a stop payment request, you agree to review your Account to confirm that the item has not already been paid. The Bank shall not be liable should such item be paid or cashed on or prior to the effective date and time of the stop payment request. Stop payment requests initiated through the Services shall be deemed authorized unless you withdraw the request either through the Services or in writing prior to the Bank returning the item.

5. Funds Transfers. Customers authorized to use Business Online Banking Services with multiple Accounts at the Bank may make transfers of funds between the Customer's Accounts. **Any Authorized User may transfer funds among your Accounts at the Bank.**

5.1. You authorize the Bank to honor, execute and charge to your Accounts funds transfers requested or initiated using Business Online Banking Services. There is no limit as to the amount of funds that Customer is authorizing the Bank to transfer in accordance with requests made using Business Online Banking Services.

5.2. The Bank will perform repetitive or non-repetitive transfers of funds among your Accounts at the Bank that are requested by an Authorized User using Business Online Banking Services.

5.3. The Bank will refuse to make any funds transfer that is not requested in accordance with the Bank's procedures and the Bank shall not be responsible for any loss that you may suffer as a result.

5.4. Notwithstanding any other provision in this Agreement, you must review your Account statement and report any discrepancies between your records of the transfer of funds and the Account statement by notifying the Bank in writing within thirty (30) calendar days from your receipt of the statement or from the date that the statement is made available to you online.

5.5. You assume full responsibility for all funds transfers your Authorized Users make using Business Online Banking Services. Any Business Online Banking funds transfers

made using the Login Credentials of any Authorized User shall be deemed to have been made by said Authorized User.

5.6. You agree not to initiate any funds transfer that exceeds the collected balance in Account from which the funds are to be transferred. If the Bank, in its sole discretion, elects to make any funds transfer that exceeds the collected balance, you shall remain liable for any amount transferred in excess of the collected balance in the Account.

6. Bill Payment Service. In connection with Business Online Banking Services, the Bank offers a bill payment service (the “Bill Pay Service”). Your use of the Bill Pay Service is subject to the Bank’s Terms and Conditions of the Bill Payment Service, as amended from time to time (the “Bill Pay Service Agreement”). The Bill Pay Service Agreement is made a part of this Appendix and incorporated herein and is available online or upon request. Additional fees apply.

7. Electronic Account Statements. When you use Business Online Banking Services, you will have the option to receive your Account statements electronically, in which case you will not receive paper statements. If you elect to receive your Account statements electronically, you will be able to access your Account statements ONLY by using Business Online Banking Services.

NOTE: If your Business Online Banking Services are terminated by you or by the Bank for any reason, including, without limitation, inactivity, **you must notify the Bank immediately in order to change your election to receive paper account statements or to reactivate our Business Online Banking Services.** The Bank’s normal fees apply. If you do not notify us, you will have no way to access your Account statements and you will not receive paper copies of your Account statements. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us.

Additional Terms and Conditions for the Business Banking Mobile App

Introduction

The following terms and conditions govern your use of Business Banking Mobile App (the “Mobile Services”). The Mobile App is provided by the Bank if you have registered your eligible device with us. You must be enrolled in Business Online Banking in order to use the Service.

The Business Banking Mobile App allows you to access your Accounts, approve ACH files, make Positive Pay decisions, and make and approve transfers among your Accounts remotely through your mobile device. The Mobile App also allows you to make deposits to your Accounts remotely by sending images of the checks to us for deposit through your mobile device. By enrolling in the Services, you agree to the following terms and conditions in addition to the rest of the terms and conditions of Appendix A.

The following Terms and Conditions in this Addendum are in addition to, and do not supersede or replace, any other agreements applicable to any of your Accounts with us. In order to utilize certain features or functions of the Business Banking Mobile App, you must apply to use certain other Services (such

as ACH, Wire Funds Transfer and Positive Pay); the Bank, in its sole discretion, must have approved your use of such Services; and you must have agreed to the Terms and Conditions of such Services.

Enrollment in the Business Banking App

In order to enroll in the Services, you must first be enrolled in Business Online Banking Services. If you are not already enrolled in Business Online Banking Services, you must submit a Business Online Banking Application, log into Business Online Banking with your access id and temporary password, then change the password, download the mobile app and then log in with the new password.

Unenroll

To unenroll or terminate your Mobile App services, you have two (2) options: **OPTION 1** – To unenroll or terminate your Mobile App services, **BUT KEEP** your Business Online Banking Service access: (a) provide the Bank with written notice to terminate your Services; and (b) remove the Business Banking Mobile App application from your mobile device. Your access to the Services will be suspended three (3) Business Days after the Bank’s receipt of your instructions to terminate the Services. You will be responsible for all outstanding fees and charges incurred prior to the date of cancellation. **OPTION 2** – To terminate **BOTH** your Business Banking Mobile App **AND** your Business Online Banking Services, you will need to: (a) provide the Bank with written notice to terminate both services and (b) remove the Mobile App application from your mobile device. Your access to Business Online Banking Services and Business Banking Mobile App, will be suspended three (3) Business Days after the Bank’s receipt of your instructions to terminate the services. You will be responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Important! Mobile Deposit Service is a feature of the Business Banking Mobile App. If you unenroll from the Mobile App, you will not be able to use the Mobile Deposit Service.

1. Definitions. Unless otherwise defined in this Agreement or unless the context or use indicates another or different meaning or intent, all terms used herein that are defined in the Uniform Commercial Code, Check 21, Regulation J or Regulation CC shall have the meanings stated therein. In addition, the following terms have the following meanings:

- 1.1.** “Account(s)” means each of your Accounts at the Bank that you access through the Mobile Services.
- 1.2.** “Check Image” means an electronic image of an original paper check.
- 1.3.** “Deposit Cut-Off Time” means 7:00 p.m. Eastern Time on any Business Day, or such other time that we establish from time to time.
- 1.4.** “Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic, which is also capable of receiving text messages.
- 1.5.** “Eligible Check(s)” means payable to you on demand and drawn on or payable at an office of a United States financial institution.
- 1.6.** “Fee(s)” means the fees for data or text messaging services applied by your wireless carrier.

1.7. “Ineligible Item(s)” means items drawn on financial institutions located outside the United States, travelers’ checks, checks payable in a currency other than U.S. currency, savings bonds, money orders, official checks, teller checks, treasury checks, Federal Home Loan Bank checks, federal, state or other government checks, certified checks, cashier’s checks, promissory notes, substitute checks and remotely created checks.

1.8. “MICR Data” means information from the Magnetic Ink Character Recognition printing on the bottom of checks which includes routing, transit, account and check numbers.

1.9. “Mobile Services” mean Business Mobile Banking Services, which includes Mobile Deposit Services.

1.10. “Regulation CC” or “Federal Reserve Board Regulation CC” means 12 C.F.R. Part 229, Availability of Funds and Collection of Checks, as may be amended from time to time.

1.11. “Regulation J” or “Federal Reserve Board Regulation J” means 12 C.F.R. Part 210, Collection of Checks and Other Items by Federal Reserve Banks and Funds Transfers through Fedwire, as may be amended from time to time.

1.12. “Uniform Commercial Code,” “Code,” or “UCC” means the Uniform Commercial Code as adopted in the state of where the Bank’s main office is located, except, if the UCC as adopted by such state specifically states that the law of another jurisdiction shall apply, then such terms shall mean the Uniform Commercial Code as adopted by such state.

1.13. “User Information” means names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources.

2. Business Mobile Banking Services.

2.1. Mobile Services and any software you may obtain from Mobile Services may not be available at any time for any reason outside of the reasonable control of the Bank or any service provider. Our participating carriers include (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, and Verizon Wireless. We may add or remove participating carriers from time to time in the Bank’s sole discretion. You acknowledge that Mobile Services are dependent upon the availability and quality of the wireless network through which you are accessing Mobile Services and, as a result, Mobile Services may not be accessible or have limited utility depending upon your choice of wireless network and the availability of data services provided by your mobile carrier. For example, a notification may be delayed or may fail to reach your mobile device. We cannot guarantee and are not responsible for the availability or utility of your wireless service. **Message & Data rates may be charged by your wireless service provider.** When you use Mobile Services, you remain subject to the terms and conditions of your agreements with your wireless service providers, and this Agreement does not amend or replace any of those agreements. You agree that only your wireless service provider is responsible for its products and services. You agree to resolve any problems with your provider directly without involving us.

2.2. We do not warrant that Mobile Services will meet your requirements, operate without interruption or be error-free, and we will not be liable for any loss or damage caused by the unavailability or improper functioning of Mobile Services, or for any actions you take in reliance on Mobile Services, including

without limitation, service interruption, inaccuracies, delays, or loss of data.

2.3. You may choose to access the Mobile Services using an Internet-enabled mobile device. Some functions of the Mobile Services may not be available through the web browser. We reserve the right to modify, delete or add services at any time. We may also limit the types and number of Accounts eligible for Mobile Services and may choose not to complete any transaction you request through Mobile Services. For security purposes, we may also limit the type, frequency and amount of transactions we will permit using Mobile Services and may change or impose the limits without notice to you.

3. Availability of the Mobile Services. We will use reasonable efforts to make the Mobile Services available; however, the Mobile Services may be unavailable from time to time for maintenance or other reasons. If the Mobile Services are unavailable for any reason, you must make your deposits, transfers and other transactions in another manner. We make no representations or warranties about the availability of the Mobile Services. In addition, we will not be liable for any inaccurate or incomplete transmissions of deposits you have attempted to make through the Mobile Services that were not completely processed or posted.

4. Warranty. Your use of the Mobile Services is at your sole risk. The Mobile Services are provided on an “as-is” and “as available” basis. We expressly disclaim all warranties of any kind as to the Mobile Services, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

5. Limitation of Liability. We will not be liable for any direct, special, indirect, punitive or consequential damages, including without limitation, lost profits or revenues resulting from your use or inability to use the Mobile Services, even if we are advised in advance of the possibility of such damages.

6. Security and User Information.

6.1. You understand that data transmitted to mobile devices is not encrypted, meaning that others may be able to intercept transmissions of data relating to your Accounts. You agree to take precautions to protect the security and integrity of your Accounts when using Mobile Services, including but not limited to: (a) not leaving your mobile device unattended while logged into Mobile Services; (b) logging off immediately after using Mobile Services; and (c) not providing your user name, password, or other access information to any unauthorized person. You agree that you are solely responsible for all transactions made with respect to your Accounts by any person you allow to use your mobile device, login information or other means of accessing Mobile Services.

6.2. You are solely responsible for the security of your access to the Mobile Services. You should not provide access to the Mobile Services to anyone other than an Authorized Representative or Authorized User. You must comply with the security procedures or practices we require from time to time. You are also solely responsible for safeguarding the security and confidentiality of any information obtained through your use of the Mobile Services, for physical checks that you have imaged and for preventing errors or unauthorized access to the Mobile Services and/or your Accounts.

7. User Information. You acknowledge that in connection with your use of Mobile Services, the Bank and its affiliates and

service providers may receive and may share with one another User Information. The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its affiliates and service providers also reserve the right to monitor use of these Mobile Services for purposes of verifying compliance with the law, these terms and conditions, and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

8. Restrictions on Use. You agree not to use Mobile Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose. You agree to use Mobile Services in compliance with all Applicable Laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations.

9. Account Transfers. Account transfers initiated via these Mobile Services are subject to the Bank's Business Online Banking Services terms and conditions previously set forth in this Appendix.

10. Bill Pay Service. Bill Pay Service transactions initiated via these Mobile Services are subject to the terms and conditions of the Bill Pay Service Agreement.

11. Mobile Deposit Service. Mobile Deposit Service is a feature of Mobile Services. In order to utilize the Mobile Deposit Service, you must at all times maintain an Account with us and be enrolled in Mobile Services. The Mobile Deposit Service permits you to take an image of a check with your smart phone and deliver that image to us for deposit, in accordance with our requirements. You retain the original paper check after you make the deposit. If we accept a Check Image for collection, we will attempt to collect the item by presenting the Check Image, or by converting the Check Image to a substitute check, or in any other manner. The manner in which the Check Image or substitute check is presented for payment, cleared and collected will be determined by us, in our sole discretion. You agree that all Check Images you deposit through the Mobile Deposit Service will be considered "items" and "instruments" under the Uniform Commercial Code, as if they were the original paper items. We may terminate the Mobile Deposit Service or change, modify, add or remove requirements or functionality in connection with the Mobile Deposit Service at any time, without notice to you. You understand that in the event the item you submitted for deposit is returned unpaid, you will receive only a copy of the Check Image, the substitute check, or other information available to us, depending on the manner of presentment. The amount of the unpaid item and a processing fee may be debited from the Account where the item was originally deposited. You may request a copy of our current Fee Schedule at any time.

12. Funds Availability. Funds will be available within three (3) Business Days, if deposits are made prior to Deposit Cut-Off Time on a Business Day. The deposit status will be updated throughout the process. If you have questions, please contact us. In the event the Bank has valid reasons for further delaying funds availability we will provide a notice of Delayed Funds Availability

to you. You may want to consider making your deposit either at a branch office, an ATM, or a night depository, if you need the use of your funds prior to three (3) Business Days.

13. Your Eligibility for the Mobile Services. We will determine from time to time in our discretion if you are eligible for the Mobile Services. We may impose limits from time to time on the amount or number of deposits you make through the Mobile Services and, in our sole discretion, we may refuse to permit you to make deposits to a particular Account through the Mobile Services. We may suspend or terminate your use of the Mobile Services at any time and without prior notice to you. You must at all times maintain an Account with us. We reserve the right to review your use of the Mobile Services and your security practices, and may require you to implement reasonable and necessary controls in order to continue to use the Mobile Services.

14. Items Eligible for the Mobile Services. We may decline to accept any Check Image you submit through the Mobile Services, in our sole discretion. Only a check payable to you, payable on demand and drawn on or payable at an office of a United States financial institution is eligible for deposit as a Check Image through the Service. You must physically endorse each paper check and ensure that all endorsements are obtained prior to creating a Check Image for transmission to us.

15. Ineligible Items for the Mobile Services. Examples of items that are not eligible for deposit through the Mobile Services include: checks drawn on financial institutions located outside the United States, travelers' checks, checks payable in a currency other than U.S. currency, savings bonds, money orders, and promissory notes. In addition, you may not deposit any of the following through the Mobile Services: checks payable to a person other than you (even if the check is endorsed over to you), fraudulent checks, or checks you suspect are fraudulent, stale checks (more than six (6) months old), checks that have been previously deposited with us or at another financial institution, substitute checks, remotely created checks, checks containing alterations of any kind, or any other type of item that we determine from time to time to refuse to accept through the Mobile Services. If you scan and attempt to deposit one of the items that are not eligible for deposit, we may, at our option, reject the deposit and notify you that it is rejected. In such a case, we are not required to return the image of the item that you attempted to deposit.

16. Technical Requirements/Accuracy of Images.

16.1. In order to use the Mobile Services, the mobile phone you use must meet the technical requirements we specify from time to time. We have no responsibility for any technical difficulties you may have with accessing the Mobile Services, including difficulties with your phone or your mobile carrier.

16.2. You are solely responsible for accurately capturing a clear and complete image of each paper check, including MICR Data. If your smart phone produces Check Images that we determine are not of acceptable quality, we may, at our option, reject your deposit (although we have no obligation to inspect the Check Images you submit for deposit). You are required to inspect all Check Images to ensure the legibility of the Check Image, including without limitation the dollar amount of the check, the signatures of the persons signing and endorsing the check and the MICR Data.

16.3. You are responsible for any errors as a result of your failure to follow our guidelines or requirements when

submitting a Check Image for deposit. We have no liability to you for any failure to process a deposit of a Check Image for which you have not provided us: (a) full and correct information from the original paper check, (b) an accurate and legible image of the original paper check, or (c) a Check Image in compliance with our formatting standards and other guidelines we have made available to you.

17. Our Receipt of Check Images.

17.1. Any transmission of a Check Image for deposit made after the Deposit Cut-off Time will be deemed to be received by us at the opening of the next Business Day. A Check Image transmitted for deposit using the Mobile Services is received when the entire transmission in which the Check Image is contained is received and approved by us.

17.2. We are not responsible for Check Images that we do not receive for any reason, including a transmission error. A Check Image is deemed to be received by us only when we send you confirmation that we have received the Check Image. Even after we confirm receipt, the Check Image may be rejected by us for any reason, in our sole discretion. You understand that we have no obligation to verify the accuracy or quality of any Check Image prior to processing the deposit. We may, in our discretion, reject a Check Image at any time before we submit it for collection. We have no obligation to reject, repair, alter, amend, or re-format in any manner a Check Image that you transmit to us for deposit.

18. Your Representations and Warranties. Each time you submit a Check Image to us for deposit to an Account through the Mobile Services, you are deemed to have made the same representations or warranties to us that would have applied if you had deposited the original paper check, and all representations or warranties that we must make under Applicable Law, clearinghouse rule, regulation, operating circular, agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a substitute check created from the Check Image. In addition, you make the following specific representations and warranties:

18.1. The Check Image is a complete and accurate representation of the front and back of a check that is eligible for deposit under this Agreement, including the MICR Data.

18.2. The original check used to create the Check Image has not been previously deposited with us or at any other financial institution, duplicated or used to create another image or electronic fund transfer.

18.3. The Check Image satisfies our image quality standards, as we may establish them from time to time. All information you have provided to us is accurate and complete.

18.4. No subsequent transferees (including, but not limited to, the Bank, and any collecting or returning bank, drawer, drawee, payee or endorser) of the Check Image, or any substitute check created from the Check Image shall sustain a loss as the result of the fact that the Check Image or substitute check was presented for payment or returned instead of the original paper check.

18.5. You are a person entitled to enforce the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you and you have no knowledge of any insolvency proceeding against the drawer.

18.6. You are acting in compliance with this Agreement, your deposit Account agreement and all Applicable Laws and regulations.

19. Your Responsibility. With respect to your use of the Mobile Services and each Check Image that you transmit to us, in addition to any other obligations that you may have pursuant to other agreements with us, you shall be responsible for and shall defend and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including without limitation, reasonable attorneys' fees and court costs) (collectively, "Claims") arising directly or indirectly from or relating to your use of the Mobile Services or your breach of the representations, warranties or covenants set forth in these terms and conditions, including, without limitation, any such Claims relating to: (a) any duplicate, fraudulent, altered or unauthorized check, Check Image or substitute check; (b) our acceptance of or creation of a Check Image or substitute check rather than requiring presentation of the original physical check; (c) your attempt to duplicate the presentation to us or any other depository institution of a Check Image through the presentation of the original physical check or any Check Image or substitute check derived from the original physical check; or (d) our inability to qualify as a holder in due course of any physical check or the Check Image of a physical check under the Uniform Commercial Code.

20. Retention of Original Check. When the Check Image you have submitted to us for electronic deposit has been credited to your Account, you must mark the original check with the words "VOID MOBILE DEPOSIT MM/DD/YY" in ink which cannot be erased, and you must retain the physical check securely for a period of ten (10) days. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request. If you fail to produce the original check upon our request during the ten (10) day period, you authorize us to deduct the amount in question from your Account, regardless of whether such deduction may cause your Account to become overdrawn, and to pay any associated fees. At the expiration of the ten (10) day period, you must destroy the original paper check.

21. Fingerprint Login for Mobile Banking. Fingerprint Login is an optional fingerprint sign-in method for Mobile Services that may be available for certain Apple® (via Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device.). Fingerprints are stored on your device only and the Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Mobile Services. The Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Services username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Services on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Mobile Services.

WHEN YOU CLICK ON THE ACCEPT BUTTON

Each person who clicks on the Accept button on behalf of the Customer certifies to the Bank in his or her individual capacity that he or she has read this Agreement and the Business Online Banking Appendix and understands its terms and conditions; understands the obligations and responsibilities of the Customer hereunder; and has full power and authority to execute this Agreement on behalf of the Customer and to bind the Customer.