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Cash Management Terms and Conditions

Welcome to Bank of the West!

Thank you for selecting Bank of the West as your business bank. It is a pleasure to serve you.

Your agreement for cash management services (the “Services”) is governed by your Authorization and Agreement for Cash Management Services, this Cash Management Terms and Conditions booklet (“Booklet”), the Deposit Account Disclosure for Business Accounts (“Disclosure Booklet”), any current Schedule of Fees and Charges, Analyzed Business Checking Schedule of Fees and Charges, any User Materials, and any confirmations or other documents and disclosures that pertain to the provision of one or more Services by us (collectively, “Terms and Conditions”). This Booklet and any of the documents and agreements that are included within the Terms and Conditions may be amended, restated, supplemented, or otherwise modified from time to time or altogether deleted from the Terms and Conditions.

This Booklet contains general provisions that apply to any and all Services that we may provide to you and it also contains provisions that apply to specific Services that you may not wish to use. The general provisions are in all cases subject to more specific information in the specific provisions or in the User Materials or other referenced documents. In the event of a conflict between a general provision and a specific provision that applies to the specific Service or the User Materials, the specific provision that applies to the specific Service and/or the User Materials shall control. For example, specific provisions about cutoff times for ACH transactions control for those Services in place of the general provisions about cutoff times. In some cases, we will need to obtain additional information from you regarding your eligibility for and continued use of specific Services. Depending on the Service, we may ask you to sign a certification or other form confirming such information and agreeing to additional terms and conditions that will apply to a specific Service. If we offer you special terms and conditions for a Service that differ from the terms and conditions set forth in this Booklet, we will give those terms and conditions to you in a written form that clearly specifies that those terms and conditions apply in place of contrary or conflicting terms and conditions contained in this Booklet or in our standard forms and other documents.

As part of our commitment to offering you a choice of Services that meet our high standards of excellence, we are constantly reevaluating, updating and upgrading our Services, including adding new Services, and those reviews and changes result in regular updates to the Terms and Conditions. You therefore understand and agree that the Terms and Conditions will evolve and change over time (including modifications, additions and deletions). You may view our current Booklet at any time by accessing our Online Banking Services or going to our website at bankofthewest.com and clicking on the tabs/links for Cash Management Services and Terms and Conditions. By accepting or using any Services, you agree to all the Terms and Conditions, as in effect at the time you use the Services. Any changes in our Terms and Conditions will apply only to transactions effected after the date the changed Terms and Conditions are effective. You acknowledge your acceptance of those changes by continuing to use the affected Service(s) after the effective date of those changes.

In this Booklet, “BOTW,” “we,” “us,” “our,” “Bank of the West” and “Bank” refer to Bank of the West. The words “you” and “your” refer to the person or entity identified on our records as the accountholder of the account. Any other defined terms in this Booklet will be capitalized. As used herein, the terms “includes” and “including” mean “includes but is not limited to” and “including, but not limited to”, respectively. You may find the definitions within the terms and conditions of this Booklet and/or in the Glossary at the end of this Booklet.

GENERAL TERMS AND CONDITIONS

1. Amendments to Terms and Conditions

We may amend, add, or delete any term and condition detailed in this Booklet and in the Terms and Conditions at any time. Generally, any additions, deletions or other amendments to the Booklet will be posted on the Bank’s Website, www.bankofthewest.com and/or via the Online Banking Services. To the extent and in the manner and timeframes required by law, the Bank will notify you in advance of any changes that affect your rights and obligations. You indicate your acceptance of any change we make by continuing to use the Service after the change becomes effective.

2. Binding Effect; Successors and Assigns

The Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors, administrators, liquidators, receivers, trustees, assignees, custodians, conservators or other similar officials. You may not assign your rights or delegate your duties under the Terms and Conditions without our consent, and any purported assignment in violation of this provision shall be null and void. With prior notice to you, we may assign or transfer any or all of our rights and obligations under the Terms and Conditions or your accounts to any parent entity, any affiliate, any direct or indirect wholly owned subsidiary of us or any other person which acquires all or substantially all of the custodial business of us. You hereby consent to any such assignment or transfer and agree to enter into any agreement which we may reasonably request to effect such assignment or transfer.
3. **Compliance with Applicable Laws**

You agree to be bound by, and to comply with, the ACH Requirements and Wire Transfer Requirements, as defined in the Glossary and Section 54 of this Booklet. You agree to comply with all applicable laws and regulations, including Sanctions Laws and laws and regulations relating to anti-bribery, anti-money laundering and the fight against terrorism. You may not use your account or related services directly or indirectly for any illegal transaction or activity. You represent that you and your officers and directors, if applicable, are not Sanctions Target(s). You agree not to use your account to engage in any activity or transactions directly or indirectly involving a Sanctioned Country or a Sanctions Target. You agree that the Bank may refuse to process or delay processing any fund requests or transfers and/or restrict or freeze part or all of your account if you are a Sanctions Target or if you attempt to engage, or engage, in any transaction prohibited by Sanctions and/or involving a Sanctioned Country or Sanctions Target. You agree to notify the Bank immediately if you become a Sanctions Target, or a citizen, temporary or permanent resident of, or incorporated under the laws of a Sanctioned Country. You agree to hold the Bank harmless from liability for any action taken by the Bank to comply with laws and regulations, including Sanctions Laws.

4. **Consent to Audit and to Verification of Identifying and Credit Information**

Consent to Audit – At least annually, upon our request, you agree to make yourself, your premises, your documentation and due diligence processes and procedures available for audit by us for compliance with applicable laws, rules and regulations, and with the Terms and Conditions and other requirements referenced herein (including the ACH Requirements and Wire Transfer Requirements). We will provide you with not less than ten (10) days prior notice of any audit and agree to work with you to set a reasonable time for any audit.

Verification of Identity and Credit – In accordance with federal law, we must make a reasonable determination and verification of the profile information of our customers. Until verification is completed, we may not be able to service and maintain your account. By requesting any Services, you acknowledge and consent to us obtaining background and/or credit reports necessary to comply with any federal or state statutes or industry regulations.

5. **Cutoff Hours**

Each Service may have cutoff hours as set forth in various User Materials or other documentation. In general, transactions initiated or instructions received after the established cutoff hour shall be considered as having been made on our next Banking Day.

6. **Duty to Review Statement and Items**

See your Disclosure Booklet for additional information and details.

7. **Electronic Banking Services**

We offer various electronic banking Services, some of which are accessible via the internet and others of which are software-based. You hereby authorize us to offer our various electronic banking Services via licenses and/or third party servicers.

8. **Electronic Communications**

If you use any electronic banking Service or Internet banking Service, you agree that any and all disclosures and communications regarding those Services or the Terms and Conditions may be made electronically, including via email, or by posting to our Website in accordance with applicable law. Any electronic disclosure or communication we make will be considered made when transmitted by us and any disclosure or communication we make by posting to our Website will be considered made when posted by us.

9. **Entire Agreement**

The Terms and Conditions constitute the entire and complete understanding between and among the parties with respect to the Services, and no representations or agreements, expressed or implied, of any kind or character whatsoever have been made except as are expressly set forth in the Terms and Conditions.
10. Equipment; Software

You must provide and properly install all required Equipment and maintain the Equipment in good working order. You accept full responsibility for the security and confidentiality of all matters related to the Equipment. Any Equipment requirements are described in the User Materials or other referenced documents, as amended from time to time. Unless otherwise agreed between you and us, we are not responsible for the installation or setup of any Equipment. We do not guarantee Access to any Services from all computers, modems or communication software packages. Should you choose to use Equipment not listed in the User Materials or other referenced documents or not previously authorized by us in writing, we may not support such Equipment and you may not be able to access the Services with such Equipment.

11. Erroneous Reports

If you receive an Erroneous Report, you will immediately notify us by telephone and will return the original erroneous report to us by U.S. Mail or, if instructed by us, destroy the erroneous report in a commercially reasonable manner. You agree you will not disclose, use, review, copy, sell, disseminate, publish or distribute any erroneous report.

12. Funding Limits; Available Funds

In our sole discretion, we may establish a funding limit (“Funding Limit”) from time to time with respect to any Service, including for the Controlled Disbursement Service or for any Payment Transfers originated through the ACH Service. We will have no obligation to you to fund any Service for amounts in excess of funds available in designated deposit accounts.

13. General Representations and Warranties

You represent and warrant that: (i) you have taken all necessary action to authorize the execution, delivery and performance of the Terms and Conditions; (ii) the person signing the documents establishing your account relationship is duly authorized to do so; (iii) you have obtained all consents, authorizations or instructions required in connection with your agreement to the Terms and Conditions, including those required by any government body, and such consent, authorizations and instructions are in full force and effect; (iv) your acceptance of the Terms and Conditions and your performance of your obligations under the Terms and Conditions will not violate any law, regulations, order, ordinance, rule, charter, bylaw, or other organizational document applicable to you or any agreement by which you are bound or by which any of your assets are affected; (v) the Terms and Conditions constitute a legal, valid and binding obligation, enforceable against you in accordance with their terms; and (vi) all information, documents, statements (written or oral), agreements and work papers furnished or to be furnished in writing to us by you relating to you (“Information”), including any Information containing any representation, warranty, covenant or agreement made in respect of you, your affiliates or your and their businesses and operations, is or will be at the time of delivery to us accurate and complete in all material respects. You understand that we may rely on such Information in connection with transactions effected for credit to your accounts.

14. General Security Procedure Requirements

(a) General Security Procedures

(a)(i) Introduction – The following general security procedure requirements apply to any Services provided. Certain Services require special security procedure requirements. The User Materials and other provisions in this Booklet outline in detail the security safeguards that allow you to determine the holder of the security system for your company, Authorized Users, authorized transaction types and dollar limits on all transactions. For certain Services, you will be responsible for the administration, including the deletion of Authorized Users.

(a)(ii) Access – Most Services can be accessed and instructions and communications can be given by you to us by electronic means, such as a computer, mobile phone, tablet, or other device. If we give you Access to a secure system of communicating with us, such as our Online Banking Services, you will be given or you will select a unique user id and a unique password, which shall become a component of the Security Credentials. Each Authorized User must have a unique user id and password. You will be responsible for the confidentiality and use of the Security Credentials by your Authorized Users. You will be responsible for all instructions received by us through and under any authorized Security Credentials as more fully described herein. We reserve the right to require you to change any or all of the Security Credentials (including user id and password) at any time for any reason. We may require that you designate an individual (and, where applicable, we recommend that you have at least two individuals) who are authorized to take control of the
Effective May 7, 2020

Cash Management Terms and Conditions

security procedures inherent in the Service. Unless we are otherwise advised, the employee(s) (up to two), who execute the applicable documents are conclusively presumed to be the Designated Company Contact ("DCC"). The DCC is, or can assign to another(s), the role of System Administrator(s). The System Administrator(s) is responsible for assigning the levels of security necessary for you. The System Administrator(s) shall also be responsible for distributing the Security Credentials to Authorized Users and retrieving the Security Credentials from the Authorized User or disabling the Security Credentials upon revocation of an Authorized User’s Access rights.

(a)(iii) Default Password – Any initial default passwords are sent to the DCC under separate cover.

(a)(iv) Password Change – Any System Administrator(s) will be required to change the initial passwords the first time they login to the System. It is the System Administrator's responsibility to understand the security capabilities built into the Service and to assign and, as appropriate to your business and security needs, to restrict Access to the various applications only to those employees who have a need to know, keeping in mind the importance of separation of duties as an important way of protecting your organization. You agree to change user id and passwords frequently in order to ensure the security of the user id and passwords. The System Administrator also maintains the responsibility of setting certain limits related to dollar or volume thresholds for Authorized Users.

(a)(v) Agreement to Comply – You agree to follow the security procedures we have established for your communications with us.

(a)(vi) Confidentiality – We do not publish these security procedures or make them generally available to the public because doing so would compromise the integrity of the security procedures. You are responsible for maintaining the confidentiality of any security procedures established. You agree to keep all security procedures and the Security Credentials protected, secure, and strictly confidential and to provide or make available the same only to Authorized Users. You agree to instruct each Authorized User not to disclose or provide any security procedures or the Security Credentials to any unauthorized person. If you or your agents have reason to believe that any security procedures or the Security Credentials (including any identification codes) have or may have become known by unauthorized persons (whether or not your employees), you shall immediately notify us by telephone at 1-800-400-2781. In the event of any actual or threatened breach of security, we may issue you new Security Credentials or establish new security procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.

(a)(vii) Our Reliance – Until you notify us and we have a reasonable opportunity to act on the notice, you shall remain responsible for any transactions and/or instructions given by us in accordance with the security procedure. You are solely liable for any transactions and/or communications initiated by us before we have received notice from you of the breach or potential breach of any security procedure and have had a reasonable opportunity to act on such notice.

(a)(viii) Breach of Security Procedures – You agree to notify us immediately if you become aware of: (i) any loss or theft of the Security Credentials; or (ii) unauthorized use of any Security Credentials, or of the Service or any information. You further agree to notify us immediately if we are required to take any action to terminate Access to any Services by any Authorized User(s). You agree to confirm any oral notification in writing to us within 24 hours. You agree to cooperate with us to replace the security procedures (including any identification codes) in accordance with our security requirements. In the event of the breach of any applicable security procedure, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent access to your systems, computer hardware and software, storage media and devices, and any other Equipment or device that was used or may have been used in breach of the security procedure. You further agree to provide to us with any analysis of such systems, computer hardware and software, storage media and devices, and other Equipment or devices, or any report of such analysis, performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist us shall be deemed an admission by you that the breach of the security procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the security procedure from you and not from a source controlled by us.

(a)(ix) Change of security procedures – We reserve the right to modify, amend, supplement, or cancel any or all security procedures, and/or to cancel or replace any Security Credentials, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in security procedures; provided that we may make any change in security procedures without advance notice to you if we, in our
(b) Special Security Requirements for Payment Transfers

You agree to comply with the following security procedure requirements with respect to all Payment Transfers you originate and transmit to us. You understand and acknowledge that the purpose of these security procedures is to verify the authenticity of Payment Transfers delivered to us in your name and not to detect errors in transmission or in the content of Payment Transfers submitted to us. You agree to implement appropriate procedures to ensure the accuracy of all Payment Transfers submitted to us and the integrity of the transmission
of such Payment Transfers. You represent that you have carefully considered the circumstances of your initiation of a Payment Transfer and the transactions and activity that you will effect through the Service, and you acknowledge and agree that the security procedure, including any Security Credentials used in connection therewith, constitute commercially reasonable security procedures under applicable law for the transactions and activity you intend to effect through the Service. You authorize us to follow any and all instructions entered and transactions initiated using applicable security procedures unless and until you have notified us, according to notification procedures we prescribe, that the security procedures or any Security Credentials have been stolen, compromised, or otherwise become known to persons other than Authorized Users and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable security procedures constitutes sufficient authorization for us to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your account, and you agree and intend that the submission of Payment Transfers and instructions using the security procedures shall be considered the same as your written signature in authorizing us to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions and activity effected through the Service through the use of such security procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Authorized Users, to the fullest extent allowed by law.

You further agree that we may act on any Payment Transfer that we have verified in accordance with the security procedures. If a Payment Transfer (or a request for cancellation or amendment of a Payment Transfer) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your Payment Transfer and you will be obligated to pay us the amount of such Payment Transfer even though the Payment Transfer was not in fact authorized by you so long as we act in compliance with the following security procedures. If a Payment Transfer received by us was in fact transmitted or authorized by you, you will be obligated to pay the amount of the Payment Transfer regardless of whether we followed these security procedures. Regardless of the method you use to transmit files to us, you are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions. You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards and that you will take reasonable steps to maintain the confidentiality of the security procedures and any Security Credentials and related instructions. You agree to notify us as soon as possible if you believe or suspect that any unauthorized person has received Access to any security information, but doing so will not affect your liability for any transactions processed by us in good faith prior to receiving such notification and acting within a reasonable time to prevent unauthorized transactions.

(c) Special Security Requirements for Online Banking Services

You agree to comply with the additional security procedure requirements in Section 53 (Online Banking Services).
15. Governing Law; Submission to Jurisdiction; Arbitration

(a) Governing Law

EXCEPT AS OTHERWISE PROVIDED IN THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS AND THEIR ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA (without regard to any principles of conflicts of law). In the event of any action by us to enforce the Terms and Conditions, you agree to pay the costs thereto, including reasonable attorneys’ fees and court costs.

(b) Submission to Jurisdiction

In absence of a dispute being subject to the arbitration provision below, you hereby submit to the nonexclusive jurisdiction of the United States District Court for either the Central District of California or the Northern District of California and of the California Superior Court sitting in either the County of Los Angeles or the County of San Francisco for purposes of all legal proceedings arising out of or relating to the Terms and Conditions or the transactions contemplated thereby. You irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum, and you agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

(c) Resolution of Disputes by Arbitration

PLEASE READ THIS PROVISION CAREFULLY. EXCEPT AS THIS PROVISION OTHERWISE PROVIDES, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

(c)(i) Agreement to Arbitrate Disputes – Except as this provision otherwise provides, if you have a dispute with the Bank, and you are not able to resolve the dispute informally, you and we agree that upon demand by either you or us the dispute will be resolved through the binding arbitration process set forth in this Section.

(c)(ii) Disputes Covered By Arbitration – Except as this provision otherwise provides, any dispute relating to or arising out of the Services or the Terms and Conditions, including any aspect of any agreement that is governed by the Terms and Conditions, or prior or later versions of the Terms and Conditions as well as any changes to the terms of the Terms and Conditions, will be subject to arbitration. Except as expressly provided, all disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any Services. Disputes also include any claims that arose before we entered into the Terms and Conditions (such as disputes related to advertising) and after the termination of the Terms and Conditions. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as an employee, representative, agent, predecessor or successor, heir, assignee, trustee in bankruptcy, or third party service provider. Disputes include not only claims that relate directly to the Bank, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of this arbitration provision.

After the conclusion of the arbitration of any dispute that is subject to the preceding paragraph, to the extent available to you under applicable law, you may seek the remedy of public injunctive relief, as defined in McGill v. Citibank, 2 Cal. 5th 945 (2017). Such request must be brought in a court of competent jurisdiction, and not in arbitration.

A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party.
This arbitration provision shall survive any termination of your Services or relationship with us.

(c)(iii) Disputes Not Covered By Arbitration – Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim for relief.

(c)(iv) Commencing an Arbitration – The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association (“AAA”) under AAA’s Consumer Arbitration Rules, except as modified by this Agreement. AAA’s Rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free).

- JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll free).

(c)(v) Arbitration Procedure –

- The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable.

- The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.

- The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect to the dispute in arbitration and shall not have any bearing on the rights and obligations of any other persons, or on the resolution of any other dispute.

- The arbitrator will take reasonable steps to protect customer information and other proprietary or confidential information.

- Any arbitration hearing shall take place in the same city as the U.S. District Court that is closest to your home address, unless the parties agree in writing to a different location or the arbitrator so orders.

- If you seek a total recovery of $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA’s or JAMS’ rules.

- At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

- The arbitrator’s award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

(c)(v) No Class Action or Joinder of Parties – You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more parties may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those parties are parties to a single transaction or related transaction). If the remedy is available to you under applicable law, this
paragraph does not affect your ability to seek public injunctive relief, as defined in *McGill v. Citibank*, 2 Cal. 5th 945 (2017), pursuant to the process described in this provision.

(c)(vi) Arbitration Costs – Unless the applicable arbitration rules are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first $2,500 in arbitration filing, administration, and arbitrator’s fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys’ fees to the prevailing party.

(c)(vii) Applicable Law – You and we agree that you and we are participating in transactions that involve interstate commerce and that this agreement and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of California apply. No state statute pertaining to arbitration shall apply.

(c)(viii) Severability – Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

If any of the provisions of this agreement to arbitrate disputes regarding joinder, consolidation, class actions, class arbitrations, general public or private attorney general actions is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire agreement to arbitrate disputes shall be unenforceable.

16. **Indemnity**

We shall not incur any liability with respect to any act or omission in reliance upon any document, including any written notice or instruction provided for in the Terms and Conditions. You agree to indemnify and hold us harmless for any and all actions we take in accordance with your instructions, even if we vary from our standard procedures in honoring such instructions. In the event that we or our respective officers, directors, shareholders, agents, representatives or affiliates, or any heirs, legal representatives, successors or assigns of the foregoing (each an “Indemnified Party” and collectively the “Indemnified Parties”) become involved in any capacity in any action, proceeding or investigation brought by or against any person (including you) arising out of or based upon any false representation or warranty or breach or failure by you to comply with any covenant or agreement made by you herein or in any other document furnished by you to any Indemnified Party in connection with the Terms and Conditions or any transaction effected pursuant to the Terms and Conditions, or any claim arising directly or indirectly from your use of the Services, any Software, technical computer service, including Software installation or de-installation, or system, or any claim is otherwise made against any of the Indemnified Parties arising out of the performance by us of our duties and obligations under the Terms and Conditions, you will indemnify and hold harmless each of the Indemnified Parties from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including reasonable legal costs and expenses) of any kind or nature whatsoever (collectively, “Losses”) incurred in connection therewith, other than such Losses that are ultimately determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from such Indemnified Party's gross negligence or willful misconduct.

17. **Joint and Several Authority to Combine Funds**

If more than one party joins or participates in one or more Services, the contractual obligations shall be the independent obligations of each party, the obligations hereunder being joint and several. Each of such party agrees that there is no expectation of privacy between the entities that have joined and/or participated in the Services. Each party that participates in one of more Services hereby represents and warrants to us that any and all transfers and commingling of funds required or permitted by any Services, and all other aspects of the performance hereof by the parties, have been duly authorized by law and by all necessary parties, including the account holder of each account, and that each party has obtained and shall maintain in its regular business records and make available to us upon reasonable demand adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with such account holder’s organizational documents and board resolutions or other written consents. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon each use of the Services and our effecting each transfer and commingling of funds.
18. **Lawful Use**

You agree that you shall not (and you shall have appropriate procedures and monitoring in place to assure that your employees and agents do not) use our Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene, threatening or damaging in any way.

19. **Liability; Duty to Correct; Limitations of Liability; Statute of Limitations**

We are not responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (i) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (ii) your negligence, willful misconduct, bad faith or breach of any agreement with us; (iii) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (iv) any error, failure, loss of information, disruption or delay in the transmission or delivery of data, records or items due to a breakdown in any computer, utility or communications facility; (v) any error or omission, willful or negligent by any third party, which results in any Equipment malfunction or any loss, cost, expense or damage to you in connection with any Software, system, technical computer service, including Software installation or de-installation, or the Bank’s or your use thereof; (vi) circumstances beyond our reasonable control, including delays by third parties, unusually severe weather conditions, accidents, strikes or labor disputes, riots, acts of government, insurrection, war, civil unrest, sabotage, fire, explosion, flood, water damage (e.g., from fire suppression systems), acts of terrorism or acts of God; or (vii) the application of any government or funds-transfer system rule, guideline, policy or regulation. Our performance of our obligations shall be extended to include the period of time that we (or our third party processor, if any) were delayed or prevented from performing our obligations under the Terms and Conditions by reason of any of the above causes.

(a) **Duty to Correct**

If we make an error, upon written notice of the error, we will, to the extent reasonably possible, correct the error promptly.

(b) **Limitations of Liability**

(b)(i) Except for direct losses caused by our gross negligence or willful misconduct, our liability for every loss, cost, or liability arising from our errors, whether caused by acts or omissions, is limited to the average monthly charge for the Services in question for the six-month period preceding the date of loss. We shall not be responsible, under any circumstances for any loss of goodwill or for any punitive, special, consequential or indirect damages or loss profits that you incur in connection with the Terms and Conditions or the Services, any Equipment, Software or system, even if the Bank has been advised of the possibility of such damages. We shall not be liable for any failure to perform any of our obligations under the Terms and Conditions if such performance would result in us being in breach of any law, regulation, requirement or provision of any government, governmental agency, banking or taxation authority in accordance with which we are required to act, as we shall determine in our sole discretion.

(b)(ii) You acknowledge that our fees for Services have been established in contemplation of: (a) the limitations on our liability set forth in the Terms and Conditions; (b) your agreement to review statements, confirmations, reports, and notices promptly, and to notify us immediately of any discrepancies or problems; and (c) the application of the alternative dispute resolution provisions set forth in the Terms and Conditions.

(c) **Statute of Limitations**

Any claim, action or proceeding to enforce the Terms and Conditions or to recover for any Services related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs.

(d) **Your Duty to Protect Your Accounts**

We offer Positive Pay Services and other Services that can help protect against unauthorized activity in your deposit account(s). We strongly recommend that you use such Services. Using appropriate Services can help you and us detect and prevent unauthorized activity. We may in certain circumstances specifically request you to use Positive Pay or other Services. Whether or not we specifically request you to use them, failure to use appropriate Services may constitute a failure to exercise ordinary care on your part. Your failure to exercise ordinary care could negatively impact your ability to recover for unauthorized activity. If you fail to use Positive Pay Services or other appropriate Services following our request, you agree that you will be precluded from
asserting any claim against us for paying an unauthorized, altered, counterfeit, fraudulent or other Item that the Positive Pay Service or other appropriate service was designed to detect or prevent. In those circumstances, you agree that we will not be required to re-credit your deposit account and that we will not be liable to you for paying that Item.

This Section shall survive termination of the Terms and Conditions and all Services.

20. No Advertising

No party hereto shall use the name of any other party hereto in any marketing or advertisement without the prior written consent of any such other party. You shall not advertise or promise any Service without the Bank’s prior written consent.

21. No Implied Waivers; Remedies Not Exclusive

No failure by us to exercise, and no delay in exercising and no course of dealing with respect to, any right or remedy under the Terms and Conditions shall operate as a waiver thereof; nor shall any single or partial exercise by us of any right or remedy under the Terms and Conditions preclude further exercise thereof or the exercise of any other right or remedy. The rights and remedies specified in the Terms and Conditions are cumulative and are not exclusive of any other rights or remedies provided by law. No course of dealing and no delay or failure of ours, our parent company, affiliates, subsidiaries, agents, successors in interest or assigns in exercising any right, power or privilege under the Terms and Conditions or any other agreement in connection with these Services shall affect future exercise thereof or the exercise of any other right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or any other right, power or privilege. Our rights and remedies, and those of our parent company, affiliates, subsidiaries, agents, successors in interest or assigns under the Terms and Conditions or any other documents or instruments pursuant to or in connection with the Services are cumulative and not exclusive of any rights or remedies which any such party would otherwise have.

22. Non-Encrypted Transmissions via Computer

You acknowledge that certain computer data transmissions or other communications between you and any other party may not be encrypted. You assume the risk of interception of unencrypted data transmitted between you and us or between us and any third party that represents you.

23. Notice of Claim

(a) Reporting Period

(a)(i) Thirty-Day Reporting Period – You agree to review, regularly and promptly, all reports, bank statements, Payment Transfer instructions, adjustments, charges, entries and other transactions. You shall immediately or, in any event, not later than thirty (30) calendar days following the date that we first mail or otherwise make available to you notification of the transaction (“Notice Period”), notify us of any error or discrepancy between your records and any notice or statement from us, or any transaction or transfer you believe was not authorized. You agree to notify us immediately of any claim you have or any claim that is made to you by a third party, that any of our acts or omissions in connection with any Service has caused you or the third party damage.

(a)(ii) Reporting Periods of Less than Thirty Days – In some cases, you are obligated to notify us of unauthorized activity or discrepancies within a shorter time frame. You shall notify us of errors in ACH or wire transactions as soon as possible, and not later than 24 hours after first discovering the unauthorized transaction or error.

(b) Failure to Notify

(b)(i) If you fail to notify us of discovery within the Notice Period, in the event of an erroneous Payment Transfer, you will be liable for all losses (including any loss of interest) up to the amount of the Payment Transfer which result from your failure to give us notice or which might have been prevented by giving us notice and, in the event of an unauthorized Payment Transfer, we will not be liable for any loss of interest which results from your failure to give us notice or which might have been prevented by giving such notice.

(b)(ii) Unless otherwise provided in the Terms and Conditions, if you fail to notify us of any error or discrepancy within 30 calendar days following the day we first mail or otherwise make available to you a notice, including
notice via electronic format which may be available via the Internet, you are precluded from asserting and waive any such error or the discrepancy against us.

24. Notices; Our Communications with You

We are entitled to rely on any written notice or other written communication, including facsimile, electronic mail (i.e., email) or other messages delivered in electronic medium if we believe in good faith that the communication is genuine and has been signed or otherwise authenticated by a person designated by you as an authorized representative. Any person designated by an authorized representative in the corporate or organizational resolutions or consents, signature cards or statement of designated authorized signatories on any of your deposit accounts with us is deemed by us to be an authorized representative for all purposes of your deposit accounts. You may add or delete your designated authorized representatives in accordance with our established procedures for changing authorized representatives. We are entitled to act on any incomplete communication, where in our reasonable opinion, it contains sufficient information. We have no duty to discover, and shall not be liable for, errors or omissions made by you or the duplication of any communication made by you. We may refuse to execute any communication where we reasonably doubt its contents, authorization, origination or its compliance with our policies or procedures. You agree that we may require notices regarding specific Services to be given to us at a location and in a manner we so provide to you. For example, any notice to us with respect to ACH transactions must be given to the contact person we designate to you from time to time for your ACH transactions. You cannot give effective notice to any other personnel of the Bank or to any contact person designated to you for any other account purpose or in the manner provided below for general notices.

(a) Notice Address

Except as otherwise provided to you, all notices to BOW regarding any Services shall be sent to Bank (C/O Customer Service Support Unit) at:

Bank of the West  
SC-XRD-3E-D  
13300 Crossroads Parkway North  
City of Industry, CA 91746

(b) Proof of Delivery

Notices to you will be deemed made when delivered orally, electronically, in person, or by mail at the address you designate for your bank statements unless you specify in writing another address for notices.

(c) Our Communications with You

By entering into an agreement with us, you expressly agree and consent that we, any of our affiliates, agents, independent contractors or service providers: (i) may use written, electronic or verbal means to contact you and (ii) may contact you by using any email address or any telephone number you provide, including a telephone number for a cellular phone or other wireless device, regardless of whether you incur any charges as a result. By your entering into an agreement with us, you are expressly consenting to, without limitation, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems regarding any current or future accounts, loans or other banking Services with the exception of, if applicable, alerts.

25. No Warranty

YOU ACKNOWLEDGE THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO (I) THE VALUE, CONDITION, DESIGN OR FUNCTIONING OF ANY SERVICE; AND (II) THE USE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OF ANY SYSTEM, SOFTWARE, OR OTHER RIGHTS TRANSFERRED HEREIN, FREEDOM FROM INFRINGEMENT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SYSTEM, SOFTWARE OR OTHER RIGHTS TRANSFERRED HEREIN. IN THIS REGARD, YOU ACKNOWLEDGE THAT THE BANK WILL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE USE OF OR INABILITY TO USE THE SYSTEM, SOFTWARE OR OTHER RIGHTS TRANSFERRED HEREIN.
26. **Our Agents**

In the event that any Service(s) are dependent on our ability to obtain or provide Access to third party networks and distribution systems, you agree that if the network or system is unavailable, or in the event that we determine, in our sole discretion, that we are unable to continue providing third party network or system Access, we may discontinue the related Service(s) or may provide the Service(s) through an alternate third party network or system. In any event, the Bank shall not be liable for the unavailability of any third party network or system.

27. **Payment for Services**

You will pay us for the Services at the current price we quote or cite plus, if applicable, additional fees and expenses for any taxes or extraordinary Services. With some exceptions, the amounts due for the Service(s) may be charged to Account Analysis. See Section 37 and the Deposit Account Disclosure for Business Accounts for a description of our Account Analysis terms and conditions. If your monthly analysis credits are insufficient to pay the amounts due, absent other written arrangements with us, you agree that we may debit any of your accounts for any and all fees and expenses. If you close your account or terminate any Service, you will owe us fees and charges for any unpaid Services and for the month in which your account was closed or in which any Service was terminated. You agree that we may debit any fees and charges from any funds of yours that we hold. We also may collect both actual and estimated fees and charges from you at the time you close your account or after your account is closed.

28. **Privacy**

You agree to comply with all privacy and data-security laws applicable to your activities in connection with the handling of personal financial information belonging to your employees or other consumers with respect to whom any Services may be offered. Without limiting the foregoing, you acknowledge that the Gramm-Leach Billey Act ("GLBA") governs disclosures of "nonpublic personal information," as such term is defined in Title V of the GLBA and any state statutes adopted in compliance therewith, the FTC Regulations promulgated pursuant thereto (including 16 CFR Part 313, 16 CFR Part 314, 12 CFR Part 323 and 12 CFR Part 364), and any state regulations promulgated under such state statutes or in compliance with the GLBA (collectively, the "Privacy Act and Regulations"), about consumers. You agree to comply with the Privacy Act and Regulations to the extent applicable and with all applicable law relating to consumer information. To the extent necessary, required or advisable to maintain any personal financial information of any consumer, you agree to adopt and maintain a comprehensive privacy policy and information security policy with respect to the handling of personal information of individuals. You agree to comply with such privacy policy and information security policy.

(a) **Your Privacy Obligations**

You agree that with respect to nonpublic personal information, you will:

(a)(i) Comply with the terms and provisions of the Privacy Act and Regulations, including the provisions regarding the sharing of nonpublic personal information;

(a)(ii) Not use or disclose to any third party without our prior written consent any nonpublic personal information that you obtain from us except to carry out the purposes for which we provided such nonpublic personal Information;

(a)(iii) Comply with all applicable information security standards established by requirements of applicable law; and

(a)(iv) In the event of a security breach or any other violation relating to any personal information under your control or the control of a third party service provider with which you have contracted, you will pay any out-of-pocket expenses incurred by us if we are involved in responding to such security breach, including paying the cost of notifying individuals that information about them was subject to a security breach.

29. **Proper Instructions**

(a) **Duty to Act**

Except as expressly provided in the Terms and Conditions, we will act for your account only pursuant to Proper Instructions provided to us and we will have no duty to act in the absence thereof. As used herein, "Proper Instructions" means your instructions or those of your authorized agent or attorney-in-fact designated by you on a form reasonably acceptable to us and in accordance with the security procedures or other operational
procedures established by you and us in accordance with the Terms and Conditions, given orally either in person or by telephone, or by facsimile transmission or by electronic mail or any electronic service that provides Access to our Services, setting forth in reasonable detail the specific transaction(s) involved and subject to such authentication procedures, if any, as we may determine. Any Proper Instructions given by you to us shall not be effective until they are actually received by us and we have had a reasonable opportunity to act upon such instructions. You agree that we may act upon and shall incur no liability in acting upon any such instructions as reasonably understood by us, provided that such instructions reasonably appear to be genuine to us. You agree that you are responsible for and we may rely upon the accuracy and authenticity of all data and other information furnished to you by your employees and agents. You acknowledge that we reserve the right to decline to accept any Proper Instructions or to execute any transaction(s) for your account in our sole discretion. We shall in no event have any responsibility to accept Proper Instructions or to otherwise act with respect to your account unless indemnified to our satisfaction. Nothing in this provision, however, obligates us to honor, either in whole or in part, any transaction or instruction that (i) is not in accordance with any condition agreed upon between you and us in the Terms and Conditions or in any other agreement between you and us; (ii) we have reason to believe may not be authorized by you; (iii) exceeds any transaction limit, Funding Limit, or daily limits imposed by us on your transactions; (iv) exceeds your collected and available funds on deposit with us; (v) involves funds that are subject to a hold, dispute or legal process which prevents their withdrawal; (vi) violates any provision of any applicable risk control program of the Federal Reserve Bank or any rule or regulation of any federal or state regulatory authority; or (vii) for the protection of you or any other party, we have reasonable cause not to honor.

(b) Unauthorized Instructions
You agree that we are not obligated to follow any instructions purported to be from you or any person representing you or any other person unless such instructions are provided to us in accordance with the Terms and Conditions and any security procedures or other operational procedures we may put in place from time to time. You also agree that we are not obligated to provide any notices regarding transactions for you to any person other that the authorized representative designated by you to receive such notices in accordance with the Terms and Conditions and our procedures in place from time to time.

30. Proprietary Information
You acknowledge that all User Materials, any Software or systems (collectively, “Proprietary Information”) used in providing the Services and all information relating thereto are our proprietary properties or properties which we are authorized to sub-license and have great commercial value. You acknowledge that you acquire no property or proprietary rights in the Proprietary Information as a result of your use of the Services. You agree to protect the confidentiality of these materials. You agree that you will not distribute, alter, recompile, disassemble, reverse engineer or make, publish or distribute any derivative work from the Proprietary Information, nor shall you obscure, alter or remove any copyright, trademark, service mark, patent notice or other proprietary notice that is placed on the Proprietary Information. You agree to destroy, delete or return to us such Proprietary Information upon our request or upon termination of the Services. You agree to promptly notify the Bank (with confirmation in writing) of any compromise or disclosure, or reasonable suspicion of compromise or disclosure of, or security breach involving any Proprietary Information.

31. Recording and Use of Communications
You agree that all communications or data transmissions between you (or your authorized representatives) and us may be monitored and/or electronically recorded and retained by us to assure the quality of service or for other reasons. You agree that we may produce such communications or data transmissions as evidence in any proceedings brought in connection with the Terms and Conditions or any Service.

32. Responding to Legal Process or Investigations
If we receive a request for information regarding your account activity or transactions from a third party with a legal right to request such information (such as a Federal Reserve Bank or ACH Operator, a state or federal banking regulator with jurisdiction over our operations, law enforcement officials with apparent legal authority to request or require such information or private parties with apparently authority to require disclosure of such information under legal process), you agree to reimburse us for any costs associated with responding to such request, including the costs of production of such information (including research, copying and shipping, costs of appearing at depositions or interviews, costs of correspondence, and costs of court filings or appearances in the event we believe it is prudent to make such filings or appearances to protect your rights (or, in the case of Third-Party Senders of ACH Entries, the rights of your Originators).
We may request your assistance with or participation in such response, and if we do so, you agree to assist us and cooperate with us as reasonably requested.

33. Severability

Should any term, condition or provision of the Terms and Conditions be found to be invalid, illegal or unenforceable, such finding shall in no way affect the validity or enforceability of the other terms and provisions of the Terms and Conditions which shall be construed as valid and enforceable as if the invalid or unenforceable term, condition or provision was never a part of the Terms and Conditions.

34. Termination

We may terminate any or all Services immediately upon providing notice of such termination to you and you may terminate any or all Services upon giving us not less than ten (10) days prior written notice of such termination. From and after the effective date of such termination, neither you nor we shall have any further rights or obligations to the other under the terms of this Booklet; provided, however, that any obligations or liabilities of either party to the other party which have accrued prior to the effective date of the termination shall continue to be enforceable against the party so bound until such obligations or liabilities have been fully paid or satisfied. The terms and conditions of this Booklet that by their sense and context are intended to survive will survive the termination of this Booklet and any Service including Sections 2, 9, 15, 16, 19, 20, 21, 23, 24, 25, 27, 30, 31, 32, and 33.

35. Training

We will provide you with our standard User Materials and other documents for the Services you request. These User Materials and other documents contain instructions for using the Services. We will not provide to you or your employees any specialized, customized or individualized training for the Services (except in accordance with special arrangements and subject to such fees and charges as we may mutually agree).

36. Your Agents

You assume sole responsibility for any actions performed on your behalf by your agents or contractors. You agree that we have no duty to monitor, detect or report any errors, omissions, or unlawful activities by your agents or contractors.

TERMS AND CONDITIONS FOR SPECIFIC SERVICES

37. Account Analysis Services

(a) Checking Account

If you use Cash Management Services, we reserve the right to require that you have an Analyzed Business Checking account. The statement is generated based on a calendar month, although your account may settle other than monthly. The average monthly available balance in an Analyzed Business Checking account may earn an "Earnings Credit" which may be applied against that month’s service fees for the account. An Earnings Credit in excess of the total monthly service fees cannot be credited to the account as interest, nor will it carry forward to future settlement periods. The Earnings Credit is calculated on a 365/366-day year basis using an "Earnings Credit Rate" which is a variable rate established by us. As the factors used to determine the rate change, the Earnings Credit Rate will vary.

(b) Thirty-Day Reporting Period

You agree to promptly examine each Analyzed Business Checking account statement received from us to promptly report any erroneous debit or credit. You further agree that within thirty (30) days after we mail or otherwise make your statement available, you will report to us any claim for credit or refund due. Within 30 calendar days after we mail or otherwise make your statement available, you will report to us any claim for credit or refund resulting from incorrect volumes, prices or unauthorized charges. Without regard to care or lack of care on our part, if we do not receive notice within the time frames specified above, we are released from all liability for the item(s) charged to your account and for all other transactions or matters covered by your statement.
38. **Account Reconciliation Services**

If your business writes a significant number of checks each month, our Account Reconciliation Services may help simplify your bookkeeping procedures. Our Account Reconciliation Services also help you to increase audit control of your checking account(s) and, depending on the Account Reconciliation Services you request, provide you with tools to help authenticate that a check was issued by you prior to it being paid. Your enrollment in Account Reconciliation Services does not alter your obligations to keep your check stock safe and to adopt other security measures, or to promptly review account activity and report to us checks paid with missing signatures or with altered information, or to check the endorsement on paid checks.

(a) **Full Account Reconciliation Service**

Under Full Account Reconciliation Service, you agree to provide us check Issue Information on checks you have issued within the timeframes and in the manner described in the User Materials. At the end of each agreed upon accounting period, we provide you with the status of all checks you have issued, including paid, outstanding, stopped, voided, and cancelled checks. The previous month’s outstanding checks are carried forward and the dollar amounts balanced for each period. You agree to add to your Issue Information all the Items identified by us as not matching Issue Information.

(b) **Partial Account Reconciliation Service**

For each agreed upon accounting period, we send you a report of all checks paid within that period.

(c) **Deposit Reconciliation Service**

Under the Deposit Reconciliation Service, if you have multiple business locations depositing to a single deposit account, we will segregate deposits by location.

You may customize your Account Reconciliation Services by the manner in which you receive your paid check information. We offer images of paid checks on CD-ROM through our ImageExpress Service, through transmission or through paper report.

39. **Cash Vault Services**

We offer both Traditional and Remote Cash Capture Cash Vault Services.

(a) **Traditional Cash Vault Service**

The Traditional Cash Vault Services allow you to make withdrawals of cash and deposits of cash and items to one or more designated cash vault locations approved by us. You agree to make any such deposits in accordance with any User Materials we may provide to you, and that any failure to follow our instructions may result in delay in posting of your deposit.

(a)(i) Armored Courier Service –You must arrange with an armored courier for the delivery of deposits to us and/or for the pick-up and delivery of currency and/or coin from a designated cash vault location for each of your location(s). Each of your locations must be established with the Bank and have a profile in the system before deposits will be accepted at any of our designated cash vault location(s). The armored courier acts as your legal agent. You agree that all currency, coin, checks and other property that is in the possession of the armored courier legally remains in your possession until it is physically released to and accepted by one of our designated cash vault location(s). You agree to work with your courier should there be any discrepancy between what you believe you delivered to the courier and the amount accepted by us.

(a)(ii) Credit To Your Account – Any credit to your accounts prior to our verification of a deposit is provisional credit only and may be corrected. Our verification of deposits is conclusive and binding on you. You waive any discrepancy between your records and our records if your claim is not made within thirty (30) days of the original assumed deposit date.

(a)(iii) Tampered Bags – We do not knowingly accept bags that display evidence of tampering. Should we accept a deposit bag and notice any evidence of tampering, we will open the bag using our established security procedures (including opening the bag in dual custody), but you agree that we are not liable for
any shortage within any shipment that is not distinctly and securely sealed in accordance with our instructions.

(a)(iv) Traditional Cash Vault Cash Order Service – In connection with any coin and currency you order from our cash vaults, you authorize us to debit your account (i) on the day that such coin and currency are available for release from such cash vault to your armored courier, or (ii) on the day that we deliver such coin and currency to another location for pickup by your armored courier, as applicable. Each time you use our Traditional Cash Vault Cash Order Service, you represent and warrant that you have sufficient collected and available funds in your account for each change order requested by you. We have no obligation to release any coin and currency ordered by you unless there are sufficient collected and available funds in the designated account or sufficient funds under a line of credit to pay for such order at the time scheduled for release of the coin and currency to the armored courier.

(b) Remote Cash Capture Service

Remote Cash Capture Service (the “RCC Service”) allows you to receive provisional credit for currency placed into and validated by a smart safe (the “Safe”). Currency placed into and validated by the Safe shall be referred to as “Safe Currency.” You agree that for the Safe to be eligible for the RCC Service, it must be installed at a location designated and approved by us (“Safe Location”). Subject to cutoff times and other provisions contained in this Booklet, we may provide you with provisional credit for Safe Currency; such provisional credit will be subject to subsequent verification and/or adjustment by us at our designated branch or cash vault location (“Designated Location”). You agree that Safe Currency and non-currency items contained in the Safe legally remain in your possession until physically released to and accepted by us or our agent at the Designated Location. The RCC Service shall be governed by this Booklet and User Materials, except as otherwise provided herein.

(b)(i) Your Responsibilities Concerning RCC Safe Equipment and Armored Courier Service Provider – You are responsible for:

- The acquisition, whether by lease, purchase or otherwise, of the Safe and/or armored courier services from one of the Bank’s approved providers;
- The installation and servicing of the Safe;
- Any subsequent removal of the Safe;
- Complying with all terms and conditions of your agreement with the armored courier that provides the Safe and/or service to the Safe;
- Registering your Safe’s location with Bank;
- Preparing deposits for non-currency items placed in the Safe’s manual drop; and
- Engaging an armored courier to remove the Safe Currency and any manual drop items from the Safe and to transport the same to the Designated Location not less than each seven (7) days to fourteen (14) days, depending on the Safe selected.
- You are required to provide and maintain the proper insurance coverages for the Safe and its contents.

We expressly disclaim any responsibility or liability for your arrangement with the armored courier. Each of your Safe Locations must be reported to the Bank and have a profile in our system before electronic deposit information will be accepted for processing by the Bank or before Safe Currency will be accepted at any of our Designated Location(s). You are not required to prepare deposit and/or duplicate deposit slips with respect to Safe Currency, as deposit information regarding such Safe Currency will be securely transmitted to us in an electronic file from the Safe. Manual drop items will be picked up when your Safe is serviced and delivered with the Safe Currency to us at a Designated Location for processing as a traditional deposit. You will not receive provisional credit for any items (including currency) placed in the Safe’s manual drop. You agree that the armored courier you engage to transport your currency and items to us will meet the requirements set by the Designated Location; and further agree that the armored courier is at all times your agent, not ours, except as otherwise provided herein.

(b)(ii) Cutoff Times – The Bank’s end of day cutoff time for Safe Currency is 10:00 pm Pacific Time (“End of Day Cutoff”). Safe Currency reported to the Bank on the Banking Day prior to the End of Day Cutoff will be provisionally credited to your deposit account the same Banking Day. Safe Currency received after the End of Day Cutoff, or on a non-Banking Day, will be provisionally credited to your deposit account as of the next Banking Day.
(b)(iii) Provisional Credit – Until final verification at the Designated Location, any credit provided for Safe Currency is provisional credit which is the amount credited to your designated deposit account when the Safe sends its electronic updates to us upon your deposits of currency into the Safe. Safe Currency will be available to you for all purposes subject to the End of Day Cutoff. Safe Currency may be the subject of legal process.

(b)(iv) Settlement – Upon receipt of the Safe Currency at the Designated Location, the Safe Currency will be verified and, at that point, the provisional credit for the Safe Currency shall be deemed final credit. In the event of a discrepancy (regardless of the reason for the discrepancy) between the Safe Currency amounts transmitted in the electronic file from the Safe and the Safe Currency amounts verified at the Designated Location, an adjustment shall be made to your deposit account. Information concerning such adjustments will be reflected in your deposit account statements and, in some cases, in written or electronic advices and reports produced through our Internet Banking Service.

(b)(v) Armored Courier Scheduled Pickups – Each Safe Location requires a minimum of one armored courier pick-up per a rolling seven (7) calendar day period for a regular size Safe and a rolling fourteen (14) calendar day period for a smaller Safe. You agree to establish and maintain an armored courier pick-up schedule that minimizes the aggregate amount of Safe Currency kept across all of your Safes.

(b)(vi) Limitations of Liability – YOU ASSUME ALL RISK OF LOSSES FOR ANY SAFE CURRENCY UNTIL SUCH CURRENCY IS RECEIVED AND VERIFIED BY US AT A DESIGNATED LOCATION. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE, NOR DO WE MAKE ANY RECOMMENDATIONS REGARDING THE SAFE. WE HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OF NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF THE SAFE, ITS DURABILITY, ITS CONDITION, ITS QUALITY, AND/OR ITS RELIABILITY. ACCORDINGLY, WE ALSO DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PARTICULAR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. WE SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE SAFE OR ANY FILE TRANSMITTED FROM THE SAFE, HOWEVER ARISING OR THE USES THEREOF OR THE FAILURE OF ANY OPERATION THEREOF, NO REPRESENTATION OR WARRANTY AS TO THE SAFE OR ANY OTHER MATTERS BY OTHERS SHALL BE BINDING UPON US OR IMPOSE ANY LIABILITY UPON US. NOR SHALL THE BREACH OF SUCH RELIEVE YOU OR IN ANY WAY AFFECT ANY OF YOUR OBLIGATIONS TO US HEREIN. IF THE SAFE IS NOT SATISFACTORY FOR ANY REASON, YOU SHALL NOT MAKE ANY CLAIM ON ACCOUNT THEREOF AGAINST US. REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US FOR LOSS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES.

(b)(vii) Supplemental Representations and Warranties – In addition to the representations and warranties set forth in this Booklet, you represent and warrant to us that (a) you have given or procured, as the case may be, all necessary consents and approvals for our accessing of your information and/or information of the armored courier, as we deem appropriate, for purposes of this Booklet; and (b) you and/or the armored courier as your agent shall safeguard all Safe Currency and non-currency items until delivery of the same at the Designated Location and commencement of verification.

(b)(viii) Security Breach or Loss of Safe Currency – In the event that (a) the security of the Safe is breached prior to such delivery and commencement of verification at the Designated Location; (b) delivery of the Safe Currency to the Designated Location is delayed; and/or (c) the Safe Currency never reaches the Designated Location (regardless of the reason), we may reverse and/or adjust any credit, provisional or otherwise, provided with respect to such Safe Currency. You agree to notify us promptly in the event of any such security breach, delay, or loss of Safe Currency.

(b)(ix) Supplemental Termination Provisions – In addition to our termination rights in Section 34 of this Booklet, we may immediately terminate your use of the RCC Service in the event: (a) you breach, or permit the breach of, the security of the Safe; (b) we determine that you have failed to maintain a financial condition that we deem to be reasonably satisfactory to minimize any credit or other risks to us in providing the RCC Service or we deem immediate termination to be necessary or appropriate to prevent a financial loss to us; (c) you breach any provision of this Section 39; and (d) we, in our sole discretion, determine that the RCC Service is no longer feasible or desirous for us to continue to offer.
(c) General Terms and Conditions Applicable to All Cash Vault Services

The use of the Cash Vault Service to make bulk shipments of currency is strictly prohibited. This includes bulk shipments of currency from both foreign and domestic locations. Bulk shipments of currency means the use of common, independent, or Postal Service air/land/sea carriers to transport large volumes of bank notes (U.S. or foreign) from sources, which often take the form of containerized cargo, either inside or outside the United States to a bank in the United States.

40. Consolidated Receivables Service

The Consolidated Receivables Service allows you to receive consolidated electronic files and/or other documents containing information (each, a "CR File") regarding credits and/or debits (collectively, "CR Payments") to the deposit accounts at Bank of the West that you enroll in the Consolidated Receivables Service and (i) re-associates related invoices and other remittance information and (ii) matches your outstanding account receivables, to such CR Payments. Further, at your discretion, you may also upload CR Files from other financial institutions for consolidation, remittance re-association and matching with your receivables system.

(a) Payment Re-Association

The Consolidated Receivables Service will attempt to re-associate incoming CR Payments with corresponding invoices and other remittance information provided to us via email, email attachment, web portal, EDI, and/or paper/US mail. To enable web portal remittance capture, you must provide us authorization to access and aggregate data from third party websites. In addition to re-associating incoming CR Payments with corresponding invoices and other remittance information, the Consolidated Receivables Service will attempt to match incoming CR Payments with your outstanding accounts receivables. A posting file of your re-associated and matched CR Payments will be made available to you.

(b) Receipt of CR Files

We will not monitor CR Files transmitted to you. If you do not receive a CR File when expected, you must notify us within a reasonable time not to exceed 60 calendar days in order for us to attempt to resend the CR File.

(c) HIPPA and Protected Health Information

You agree not to transmit Personal Health Information ("PHI") through the Consolidated Receivables Service. In the event PHI is erroneously provided to us, you must notify us as soon as possible. We are not liable to you or any third party for any direct, indirect, consequential, incidental or special damages arising from a PHI data breach, regardless of the theory of liability (including negligence and strict liability).

(d) Other Terms

(d)(i) We will be utilizing a third party servicer to provide the Consolidated Receivables Service. You are granted a nonexclusive right to use and access the Consolidated Receivables Service; no rights, title, interest, or reseller rights to the underlying Software are transferred to you and you may not reverse engineer the Software.

(d)(ii) The Consolidated Receivables Service may be not be able to match incoming CR Payments with corresponding invoices or incoming CR Payments with your outstanding accounts receivables for the following reasons: (a) remittance data for the CR Payment does not match the invoice; (b) the CR Payment is different than the amount invoiced; (c) incomplete business rules set up by you; or (d) incomplete or flawed data provided by you or your remitters ((a)-(d), collectively, "Incomplete Data"). We are not responsible or liable for any data omitted by you or the accuracy of data provided to us or the Consolidated Receivables Service failure to match or post to accounts receivables as a result of Incomplete Data.

(d)(iii) The User Materials details the types of CR Payments eligible for the Consolidated Receivables Service, the file format options we offer for open accounts receivables matching, CR Files, the transmission options for file delivery, the schedule we follow in providing the service, and our service level agreements.

(d)(iv) In the event the Consolidated Receivables Service becomes unavailable due to system maintenance, outage, or other unforeseen event, you agree to await system recovery and/or use an alternate process to
41. Controlled Disbursement Service

The Following Terms Apply to In-House Controlled Disbursement

Under the Controlled Disbursement Service, you will open and maintain a deposit account at the Bank (“Controlled Disbursement Account”). You must maintain sufficient funds to fund all activity in the Controlled Disbursement Account.

(a) Required Documentation

You (i) must complete and return to us account application documents to open the Controlled Disbursement Account and (ii) agree to provide whatever information and authorizations are necessary to open the Controlled Disbursement Account. The Controlled Disbursement Account is subject to and governed by the Disclosure Booklet. In the event of a conflict between this Booklet and the Disclosure Booklet, the terms in this Booklet and the User Materials shall control.

(b) Information Reporting

You must subscribe to our Online Banking Service in order to use the Controlled Disbursement Service. By 7:00 a.m. Pacific Time each Banking Day, we will provide you, via our Online Banking Service, the funding information for checks presented against the Controlled Disbursement Account. On each Banking Day, we will determine the collected balance in your Controlled Disbursement Account as of 3:00 p.m. Pacific Time. If there is a sufficient positive collected balance in the Controlled Disbursement Account to cover the day's presented checks or if other acceptable arrangements have been made with us to cover the presented checks, we will allow the presented checks to be paid against the Controlled Disbursement Account. If, however, the collected balance in your Controlled Disbursement Account is insufficient or other arrangements with us have not been made, we may dishonor any one or more of the checks presented against the Controlled Disbursement Account on that Banking Day. If we honor any check for payment against insufficient funds in the Controlled Disbursement Account, you will hold us harmless from any losses sustained. If we dishonor any check(s) presented due to insufficient funds in the Controlled Disbursement Account or if the check does not pass check verification procedures, you agree to hold us harmless from any and all losses, claims or damages you may have or assert as a result of the dishonor of the check(s).

(c) Traditional Account Reconciliation

Our Traditional Account Reconciliation Service is optional and available to assist with reconciling your Controlled Disbursement Account. Customized reporting and cutoff cycles – daily, weekly, month-end, monthly or specific date options are available. If using the Traditional Account Reconciliation Service, you can upload your check Issue Information via the Controlled Disbursement Service module in our Online Banking Service or via the direct file transmission process. The terms and conditions in Section 38 (Account Reconciliation Services) shall govern any use of the Traditional Account Reconciliation Service.

(d) Controlled Disbursement Positive Pay

Controlled Disbursement Positive Pay is part of the Controlled Disbursement Service and works in conjunction with the Controlled Disbursement Service. You provide the check Issue Information (check number, issue date and dollar amount) which can detect potential fraudulent checks before payment. Checks which do not match the check issue information are flagged as suspects. The exception Items with available images, will be made available to you each Banking Day via the Online Banking Services by 7:00 AM Pacific Time, so you can make a pay/no pay decision by the designated deadline of 1:00 PM Pacific Time. The terms and conditions in Section 55 (Positive Pay Services) shall govern the Controlled Disbursement Positive Pay functionality within the Controlled Disbursement Service.
(e) **Controlled Disbursement Payee Positive Pay**

Controlled Disbursement Payee Positive Pay is optional functionality within the Controlled Disbursement Service. In addition to the standard check Issue Information (check number, issue date and dollar amount), you must also provide the payee name(s). Image scans of the payee name(s) from checks will be compared against the check issue file. Checks which do not match the check issue Information are flagged as suspects. The exception Items with available images, will be made available to you each Banking Day via the Online Banking Services by 7:00 AM Pacific Time, so you can make a pay/no pay decision by the designated deadline of 1:00 PM Pacific Time. The terms and conditions in Section 55 (Positive Pay Services) shall govern the Controlled Disbursement Payee Positive Pay functionality within the Controlled Disbursement Service.

(f) **Stop Payments**

A stop payment order for a check issued against the Controlled Disbursement Account shall be submitted through our Online Banking Services no later than 8:30 PM Pacific Time in order to be processed on the same Banking Day. Stop payment orders received by us after 8:30 PM Pacific Time will be effective beginning on the next Banking Day. You agree to give us written confirmation of all verbal or telephonic stop payment orders within 14 Banking Days after the day upon which such verbal or telephonic stop payment order is placed with us, and you understand and agree that failure to give us timely written confirmation may cause the stop payment order to expire. Should you fail to furnish timely written confirmation of a verbal or telephone stop payment order, we may in our absolute discretion either cancel the stop-payment order or leave it in place.

(g) **MICR Encoding**

All checks to be used in connection with the Controlled Disbursement Account shall be magnetically encoded to include the serial number, transit routing number (125107888) and the account number. We shall provide you with encoding specifications for checks prior to the initial check order. You must supply us with a group of twenty (20) voided checks from the initial check order and from each reorder for testing purposes. Notwithstanding anything to the contrary, we reserve the right to approve the form of all checks utilized in connection with the Controlled Disbursement Service.

(h) **Special Rules Governing Controlled Disbursement Account**

The following provisions shall also apply to the Controlled Disbursement Service.

(h)(i) If you authorize action by any form of communication, such as telephone, online or in person, or if an applicable security procedure calls for authorization by any form of communication, we can rely on persons identifying themselves by the designated form of communication as authorized individuals.

(h)(ii) We reserve the right to charge any of your accounts if a check deposited is dishonored, returned or not paid even if we have not sent to you notice of the dishonor.

(h)(iii) Checks issued against the Controlled Disbursement Account and cashed in a Bank branch location will be manually verified via the Controlled Disbursement Positive Pay functionality. If the checks pass the Controlled Disbursement Positive Pay verification, the branch will honor the check and it will be paid. The check numbers and amounts will appear the following Banking Day in your check presentments and must be funded by the scheduled deadline. You will not have the ability to make pay or no pay decisions on checks paid the previous day at a Bank branch location.

(i) **Alternative Check Storage**

With the Alternative Check Storage functionality, you may receive a CD-ROM of checks presented against your Controlled Disbursement Account(s) or access them online with our Image Express Service(s).

**The Following Terms Apply to Third-Party Controlled Disbursement**

Under the Controlled Disbursement Subscriber Service, we act as your agent to open and maintain a deposit account with our servicer ("Servicer") ("Servicer Controlled Disbursement Account"). Writing checks on the Servicer Controlled Disbursement Account is the only activity permitted on the Servicer Controlled Disbursement Account. You must also maintain a funding account ("Funding Account") with us and must maintain sufficient funds in the Funding Account to fund all activity in the Servicer Controlled Disbursement Account. So long as there are sufficient funds in the
Funding Account, we will make deposits to the Servicer Controlled Disbursement Account in an amount adequate to meet each day’s presentments.

(j) **Required Documentation**

You must complete and return to us account application documents to open an account with Servicer. You agree to provide whatever information and authorizations are necessary to allow us to act as your agent in opening and controlling the Servicer Controlled Disbursement Account, including obtaining all account records on the Servicer Controlled Disbursement Account. As your agent, we have the exclusive right to make deposits to and to manage the Servicer Controlled Disbursement Account. This includes, without limitation, the right to issue return or stop payment instructions with respect to checks written on or presented against the Servicer Controlled Disbursement Account.

(k) **Information Reporting**

The Servicer requires that you must agree to subscribe to and maintain a subscription to one of our electronic information reporting Services. On each Servicer’s Banking Day which is also a Banking Day, we will receive information from Servicer regarding the funding requirements on your Servicer Controlled Disbursement Account. We will make this information available to you by 7:45 a.m. Pacific Time on each of our Banking Days. We will determine the collected balance in your Funding Account as of 11:00 a.m. Pacific Time. If there is a sufficient positive collected balance to cover the day’s presentments or if other acceptable arrangements have been made with us to cover presentments against the Servicer Controlled Disbursement Account, we will instruct Servicer to allow the checks to be paid. We will then debit the Funding Account for that day’s presentments. If, however, the collected balance in your Funding Account is insufficient, we may instruct Servicer to dishonor one or more of the checks presented against the Servicer Controlled Disbursement Account that day. You understand and agree that Servicer will follow our instructions regarding payment or dishonor of checks presented against the Servicer Controlled Disbursement Account. If we instruct Servicer to honor any check for payment against insufficient funds or if Servicer honors any check against insufficient funds, you will hold us harmless from any losses sustained. If Servicer dishonors any checks presented based on either instructions from us or if there are insufficient funds to honor the checks or if the check does not pass the Servicer’s check verification procedures, you agree to hold us harmless from any and all losses, claims or damages you may have or assert as a result of the dishonor of the check(s).

(l) **Pre-Fund**

In the event that we are closed on one of Servicer’s Banking Days, you agree to pre-fund the amount which we reasonably determine to be your average daily disbursement activity amount. We will notify you of the pre-funding amount prior to our closed Banking Day. The pre-funding amount and actual amount needed to fund the Servicer (shortages owed by you to us and overages owed by us to you), shall be settled on our next Banking Day. You agree you are not entitled to and will make no claims for compensation from either Servicer or us for excess pre-funding amounts.

(m) **Returned Checks**

We reserve the right to instruct Servicer to return unpaid any check presented for payment against the Servicer Controlled Disbursement Account in the event that (i) there are insufficient positive collected funds in the Funding Account to cover the checks presented on the Servicer Controlled Disbursement Account, (ii) debits cannot be posted because the Servicer Controlled Disbursement Account is closed or because of any other condition or (iii) any communications failure or other condition prevents us from monitoring the checks presented for payment at Servicer. If we should instruct Servicer to pay those checks, you must pay us in immediately available funds.

(n) **Stop Payments**

You shall notify us no later than 1:45 p.m. Pacific Time each Banking Day of any checks drawn on the Servicer Controlled Disbursement Account upon which you request a stop payment. We will notify Servicer of any stop payment orders in the manner and within the time limits as have been established between us and Servicer. Stop payment orders received by us after 1:45 p.m. Pacific Time will be effective beginning on our next Banking Day or, if applicable, on Servicer’s next Banking Day. You agree to give us written confirmation of all verbal or telephonic stop payment orders within 14 Banking Days after the day upon which the order is made, and you understand and agree that failure to give timely written confirmation may cause the stop payment order to
expire. Should you fail to furnish timely written confirmation of a verbal or telephone stop payment order, we may in our absolute discretion either cancel the stop-payment order or leave it in place.

(o) **MICR Encoding**

All checks to be used in connection with the Servicer Controlled Disbursement Account shall be magnetically encoded to include serial number, transit routing number (043301601 for Servicer Pittsburgh accounts) and account number. We shall provide you with Servicer's encoding specifications for checks prior to the initial order. You must supply us with a group of fifty (50) voided checks from the initial order and from each reorder. These checks are for testing purposes and will be returned to us with Servicer's findings. Servicer has the right to approve the form of all checks utilized in connection with the Service.

(p) **Liability**

You and we both acknowledge and agree that Servicer is not obligated to and will not verify or confirm the propriety or correctness of any action or omission by either you or us.

(q) **Special Rules Governing Controlled Disbursement Account with Servicer**

The terms and conditions outlined in our current Deposit Account Disclosure for Business Accounts shall be deemed to apply to all Servicer Controlled Disbursement Accounts. The following provisions shall also apply. In the event of a conflict between this Booklet and the Deposit Account Disclosure for Business Accounts the terms in this Booklet and the User Materials shall control.

(q)(i) If you authorize action by any form of communication, such as telephone, online or in person, or if an applicable security procedure calls for authorization by any form of communication, Servicer can rely on persons identifying themselves by the designated form of communication as authorized individuals.

(q)(ii) Servicer reserves the right to charge any of your accounts with it if an item deposited is dishonored, returned or not paid even if Servicer has not sent to you notice of the dishonor.

(q)(iii) Stop Payment requests on items issued from a Servicer Controlled Disbursement Account may be placed through us or via the Web and must be received prior to the cutoff hour established from time to time. Both Servicer and we require a reasonable time to act on stop payment requests. Reasonable time shall mean at least until the next Banking Day following receipt of the stop payment request.

(q)(iv) The terms and conditions regarding the Servicer Controlled Disbursement accounts shall be governed by the laws of the Commonwealth of Pennsylvania.

(r) **Alternative Check Storage Service**

With this Service, you may receive a CD-ROM of checks presented against your Servicer Controlled Disbursement Account(s).

42. **Deposit Concentration Service**

With this Service, you may initiate Payment Transfers to transfer funds from your deposit accounts at other U.S. financial institutions to your deposit accounts with us. You must meet any conditions on these transfers imposed by the other financial institutions.

43. **Direct Delivery of Checks**

We make available the ability to make deposits to a processing center rather than to one of our branches. All deposits made pursuant to this Service must meet the standards set in the User Materials. Deposits not prepared in accordance with the User Materials may be rejected or delayed and we may impose additional fees for handling non-conforming deposits.
(a) Courier
You must arrange with a courier for the pick-up and delivery of your non-cash deposits to a designated location. The courier acts as your legal agent. All items in the possession of the courier legally are considered to be in your possession until physically released to one of our authorized locations.

(b) Deposit Recreation
You should be prepared to recreate your deposits in the unlikely event that your items are lost in transit. We will not be responsible for items lost in transit.

44. DirectPay Manager

(a) Service
Our DirectPay Manager Service is an application which allows you to deliver bills and accept payments and donations electronically from your customers. Payments may be made from consumer and business checking and savings accounts, via ACH Debit Entries, credit and/or debit cards. Payments may be one-time or recurring. If selected, the DirectPay Manager Service also enables your customer service representatives to initiate payments on behalf of your customers.

The primary channel for payment acceptance is online via a link on your website. You may also add an interactive voice response unit ("IVRU") option for customers wishing to pay via touchtone phone.

For some customers accepting payments at the point of sale, a terminal for swiping checks and debit/credit cards may be used.

(b) Compliance
When using this Service and initiating ACH Entries or debit/credit card payments, you must remain in compliance with the operational rules of the National Automated Clearing House Association ("NACHA"), any card issuer rules, such as VISA® International and MasterCard® International rules; all federal, state and local laws, rules and regulations that govern ACH Entries, including the ACH Requirements and regulations and requirements of the Office of Foreign Assets Control ("OFAC") (collectively, "Rules and Regulations").

(c) Authorization
DirectPay Manager will obtain authorization from each Payer prior to processing an ACH Debit Entry or debit/credit card payment to that Payer's account. We shall retain proof of each Payer's authorization for a period of two (2) years after receipt or termination of the authorization, whichever comes later, or for the appropriate period designated by the Rules and Regulations.

(d) Submitting Entries
Payments received by 4:00 PM Pacific Time will be credited to your account the following Banking Day. Transactions received after 4:00 PM Pacific Time will be effective on the second Banking Day. With respect to On-Us ACH Debit Entries, the relationship between you and us will be governed by the ACH Requirements and, to the extent applicable, we agree to assume all the rights and obligations of both an ODFI and an RDFI, and you agree to assume the obligations of an Originator and to make the same warranties to us as the RDFI as we would be required to make pursuant to the ACH Rules where we are the ODFI.

(e) Initiate Transmission of Reports and Entry Files
You are solely responsible for communicating with us to receive daily reports and/or ACH Entry files. We are under no obligation to initiate a transmission of data to you.

(f) Processing Limits
We may impose a limit on the dollar amount of ACH Entries we will process for you. This limit may be changed by us from time to time, upon notice to you. The notice is effective when given or at such later time as is provided in the notice. If you exceed the established limit, we may suspend ACH Entry processing. In some cases, our
DirectPay Manager Services allow you to act as a service bureau merchant, which means you are originating ACH Entries on behalf of another merchant as Originator, as a check conversion merchant, which means you are a merchant originating ACH Debit Entries by means of a check as a source document, or as a processor of credit card and ATM/debit card transactions. These Services are subject to the terms and conditions for third-party senders under a separate agreement. If you are processor of credit card and ATM/debit card transactions, you will also need to sign an agreement with a credit card processing third-party service provider.

45. **Electronic Commerce Service (ECS)**

Using electronic information processing services, the Electronic Commerce Service automates the exchange of business and financial information.

(a) **EDI Reporting**

   (a)(i) EDI Origination – You must provide us the accounts and information about which you wish information transmitted, the receiving vendor, and such other information as we may reasonable request.

   (a)(ii) EDI Receipt – Information through ECS may be provided to you via email, fax, post, secure data transmission or via our Online Banking Services. You acknowledge that the data provided to you by us contains the information sent by the Originator. We are not responsible for data omitted by the Originator.

46. **Electronic Deposit Services**

Our Electronic Deposit Services ("EDS") allow you to use Software provided by us to create electronic images of paper checks and drafts ("Items") as described in the Terms and Conditions and in the User Materials and other guidelines as we may communicate from time to time and to transmit an electronic deposit of such Electronic Images and other information (collectively, the "Electronic Deposit") to us for deposit to your checking account with us ("EDS Account"). After we receive your Electronic Deposit, we, at our sole option, use the Electronic Deposit either: (a) to create Substitute Check(s), that we present to the bank on which the Item is either: (i) drawn or (ii) payable at or through (each, "Paying Bank"); or (b) to generate one or more electronic deposits (from the original Electronic Deposit) for presentment directly or indirectly to Paying Bank.

(a) **Conditions to Provision of the Service**

As conditions to our providing EDS, you agree that you will: (i) maintain your EDS Account and any other deposit accounts with us in good standing; (ii) meet credit standards established by us from time to time and provide financial information as requested by us from time to time; and (iii) comply with the User Materials and other guidelines and restrictions regarding the Electronic Deposit as we may communicate to you from time to time. You also agree that, absent our express written consent, you (x) will not deposit to any personal account any Item that is made payable to any business; (y) will only deposit Items in your EDS Account that are made payable in the name in which your EDS Account is titled; and (z) will not deposit Items in your EDS Account that are payable jointly to two or more persons or to any business in which two or more persons hold an interest unless the same persons hold the same interests in the account in which the Items are deposited.

(b) **License Grant**

As part of EDS, we will provide guides and other information about EDS ("Documentation"), the hardware and licensed Software. You are granted a non-exclusive, royalty-free (except for any Bank fee for EDS), non-transferable, limited and revocable right to use the Documentation and licensed Software solely as a component in EDS. The Documentation and licensed Software shall be used solely as contemplated by these Terms and Conditions and shall at all times remain the sole and exclusive property of us and you shall have no right, title or interest therein except as expressly provided in these Terms and Conditions. We and any third party claiming through us reserve the right to protect its rights, title and interest in and to the Documentation and licensed Software by enforcing its rights against you directly. This license shall terminate when these Terms and Conditions are terminated.
(c) No Grant

Nothing in these Terms and Conditions shall be construed as a grant of any rights under any patent, mask work
right, copyright, trademark, service mark or license.

(d) Creating Electronic Images and Transmitting Your Electronic Deposit to Us

You will use hardware meeting our specifications and our EDS Software to scan Items that you wish to deposit to
your EDS Account and to transmit your Electronic Deposit to us. The format of your Electronic Deposit must meet
our Electronic Deposit specifications as established by us from time to time.

(e) Disposition of Imaged Checks

You agree that all Items belong to you and not to us and that those Items shall be handled in accordance with the
Terms and Conditions and any User Materials. After receipt by us of any transmission by you to us of imaged
Items for deposit to your EDS Account, we will acknowledge by electronic means receipt of your transmission.
Your electronic transmission is subject to proof and verification. If you do not receive an electronic notice of
receipt within one (1) hour of your transmission, you agree to contact your Bank representative. You agree to
retain the originals of all imaged Items after validation in accordance with commercially reasonable standards and
with your internal procedures for not less than fourteen (14) calendar days or for such time as is required by and
in accordance with applicable law, statute, or regulation. Thereafter, in a commercially reasonable manner, you
will destroy the original Items. You agree to take commercially reasonable steps to safeguard the originals Items
until such time as they have been destroyed.

(f) Responsibility for Multiple Deposits of the Same Item

You agree to implement commercially reasonable procedures to ensure that no Item is deposited more than once
via electronic or other means, either with us or with any other financial institution, whether intentionally or
unintentionally, whether as a result of fraud for any other reason whatsoever. You agree that the aggregate
amount of any Items which are deposited more than once will be debited from your EDS Account, and to the
extent funds in your EDS Account are insufficient to cover such amount, any balance shall be debited by us from
any of your other deposit accounts as determined by us in our sole discretion. You further acknowledge that you,
and not we, are responsible for the processing and handling of any original Items which are imaged and deposited
utilizing EDS and you assume all liability to the drawer of any Item imaged using EDS or liability arising from our
printing of any Substitute Check from those images.

(g) Adjustments

You agree that in the event that an Item is captured for an incorrect amount, we may make a credit or debit
adjustment to any of your deposit accounts in order to correct the error. In the event that the adjustment amount
is $50 or less, the correction cannot be made through the electronic system, and you agree to reconcile the correct
amount directly with the maker of the Item.

(h) Processing Your Electronic Deposit

If you transmit your Electronic Deposit to us before the cut-off time we separately disclose to you on any day which
is a Banking Day, we will review and, if appropriate, process your Electronic Deposit on that Banking Day. If you
transmit your Electronic Deposit to us after the cut-off time on any Banking Day, we will review and, if appropriate,
may process your Electronic Deposit on the next Banking Day.

(i) Exception Items

When we review and process your Electronic Deposit, we may reject any transmitted Item that we, in our sole
discretion, determine to be ineligible for EDS (each, an “Exception Item”) including Items not payable to you or
as identified above, Items drawn on banks located outside the United States, Items drawn on U.S. banks in foreign
currency, Items that are illegible (due to poor image quality or otherwise), Items previously processed, Items
previously converted to Substitute Checks, and Items with unreadable MICR information. Each Banking Day on
which we review and process your Electronic Deposit, we will notify you of all Exception Items. You agree that if
you wish to attempt to deposit any Exception Item to any of your deposit accounts with us, you will only do so by
depositing the original Item on which the Exception Item is based. You acknowledge and agree that even if we
do not initially identify a transmitted Item as an Exception Item, the Substitute Check created by us therefrom may
nevertheless be returned to us because, among other reasons, the Item is deemed illegible by Paying Bank. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to us. In the event an Item is an Exception Item because it is illegible or otherwise unusable by us, you must either provide a usable original or copy or, if the original or copy is unusable, obtain a usable document from the maker and submit that usable document to us. Failure to provide a usable version will result in the Exception Item being debited from your EDS Account.

(j) Your Special Representations and Warranties for Each EDS Deposit

You represent and warrant to us for each EDS deposit:

(j)(i) You will use EDS only for Items that are payable to or endorsed or deposited by you and that are not ineligible for any of the reasons described above as Exception Items;

(j)(ii) You will maintain control over and responsibility for retention and destruction of original Items. In that regard, you are responsible for the safekeeping of all original Items and other sensitive information in accordance with applicable law and commercially reasonable industry standards;

(j)(iii) You will destroy original Items from which you have previously created and submitted to us via EDS and in accordance with the rules stated in the Disposition of Imaged Checks section;

(j)(iv) You will maintain control over and responsibility for any and all sensitive electronic data relating to consumer information. Said data includes consumer names, addresses, and account numbers. Pursuant to the previous paragraph, you are responsible for the safekeeping of all electronic data and notification of any compromise of such data;

(j)(v) You will not submit any duplicate Items to us;

(j)(vi) You will not deposit to your EDS Account or otherwise negotiate any original Item from which you have previously created and submitted to us in an Electronic Deposit or which was previously presented at another bank, and shall not deposit to any account or otherwise negotiate at another bank any original Item which you have previously submitted to us an Electronic Deposit, unless we have notified you that the Item is an Exception Item;

(j)(vii) You will transmit to us only Items that are suitable for processing, including Items that are legible and contain readable MICR data;

(j)(viii) You agree to notify us immediately if duplicate Items are transmitted to us using EDS or if a duplicate deposit is made either to us or to any other financial institution. You agree to cooperate with us in identifying duplicate Items;

(j)(ix) You agree to not reverse, decompile or reverse engineer the licensed Software;

(j)(x) You agree to use commercially reasonable efforts to protect and secure the Documentation and licensed Software against, and prevent any improper use and/or theft thereof;

(j)(xi) You shall not, without our consent, combine into any system, the hardware or licensed Software, and that the hardware and licensed Software shall be used exclusively in accordance with the Documentation; and

(j)(xii) You agree to, upon our request following termination of EDS, return to us the licensed Software and Documentation at a time and in the manner agreed upon by us.

(k) Availability of Items; Rules Governing Items

(k)(i) You agree that Items deposited to your EDS Account will be made available to you on the schedule provided to you in your User Materials.

(k)(ii) You agree that Items deposited to your EDS account are governed by the California Commercial Code just as if the Items had been deposited to your account in paper form.

(k)(iii) Funds availability may also be delayed if upon review of the Items deposited we identify other reasons for exceptions to the schedule referenced in (k)(k)(i) and you will be provided a written Notice of Hold.
47. **Electronic Payment Authorization**

(a) **ACH Block Service**

The ACH Block Service is designed to permit you to protect your designated account(s) from unauthorized ACH Credit Entries and/or ACH Debit Entries. For the security of your account(s), you may wish to block (i) all ACH Entries; (ii) all ACH Entries intended to credit your account(s); or (iii) all ACH Entries intended to debit your account(s). Blocked ACH Entries are limited to those received by us from external sources not directly related to us. We may opt not to restrict ACH Entries that are: (i) internal ACH Entries originated for payment of fees owed to us; (ii) charges for Services provided by our vendors in connection with any Service provided to you; or (iii) payments or transfers originated by us or by one of our vendors in connection with Services provided to you. ACH Entries received prior to the setup of the ACH Block Service (including ACH Filter Service and/or ACH Positive Pay Service) will be posted to your deposit account(s) in accordance with the ACH Requirements (as defined in this Booklet). **Enrollment in the ACH Block Service is required to use ACH Filter Service and/or ACH Positive Pay Service.**

(b) **ACH Filter Service**

The ACH Filter Service works in conjunction with the ACH Block Service and provides a way for you to override ACH blocks. The ACH Filter Service allows certain pre-authorized ACH Entries by designated Originators to post against your deposit account. Pre-authorized ACH Entries will flow through the normal ACH processing system and post to your deposit account(s). ACH Entries that do not match the criteria of the ACH filter will be prevented from posting to your deposit account(s) and will be returned to the Originator.

You must identify, in a form satisfactory to us, the specific Originators whose ACH Entries you wish to allow and provide the information required by us. You may opt to allow ACH Entries to a maximum dollar amount. You may further opt to set an expiration date for permissible ACH Entries and, if you do so, ACH Entries received after that designated expiration date will be rejected and returned to the Originator as unauthorized. Please note that ACH filters do not expire as long as you are enrolled in the ACH Filter Service unless you have explicitly specified an expiration date for the ACH filter.

With the ACH Filter Service, you acknowledge that unless tax payments are specifically authorized through the Service prior to receipt by us, the Service will cause those payments to be rejected.

(c) **ACH Positive Pay**

The ACH Positive Pay Service works in conjunction with the ACH Block and Filter Services. This online banking service permits you to (i) preauthorize ACH Entries by designated Originators and (ii) to view and decision (honor or reject) non-preauthorized ACH Entries **each Banking Day.**

The ACH Positive Pay Service works as follows: incoming ACH Entries are compared against ACH filter criteria established by you for the deposit account each Banking Day. If the ACH Entry matches against your ACH filter criteria, it processes normally and will be posted to your deposit account. ACH Entries that do not match against your ACH filter criteria are non-preauthorized exceptions and therefore flagged for review. These ACH Entries flagged for review can be managed within the ACH Positive Pay Service, where you can make decisions to honor or reject them. Non-preauthorized ACH Entries that you choose to reject will not post to your deposit account(s) and will be returned to the Originator. You acknowledge that any ACH Entry for which you do not make a decision to pay or reject by 2:00 p.m. Pacific Time will be rejected automatically.

The ACH Positive Pay Service also prevents future exceptions from being generated by allowing you to preauthorize ACH Entries by designated Originators.

48. **Image Clearing Service**

(a) **Description of Service.**

Our Image Clearing Service (“ICS”) allows you to use your own hardware and software to create electronic images of Items as described in these Terms and Conditions and in the User Materials and other guidelines as we may communicate from time to time and to transmit an electronic file of such Items and other information (collectively,
the “ICS Electronic File”) to us for deposit to your checking account with us (“ICS Account”). After we receive
your ICS Electronic File, we, at our sole option, use the ICS Electronic File either: (a) to create Substitute Check(s),
that we present to the bank on which the Item is either: (i) drawn or (ii) payable at or through a Paying Bank; or
(b) to generate one or more electronic files (from the original Electronic File) for presentment directly or indirectly
to Paying Bank.

(b) Conditions to Provision of the Service.
As conditions to our providing ICS, you agree that you will:
(b)(i) maintain your ICS Account and any other deposit accounts with us in good standing;
(b)(ii) meet credit standards established by us from time to time and provide financial information as requested by
us from time to time;
(b)(iii) use ICS for you alone and not for any third party, absent our express written consent; and
(b)(iv) comply with the User Materials and other guidelines and restrictions regarding the ICS Electronic File as
we may communicate to you from time to time.

You also agree that you will:
(b)(v) not deposit to any personal account any item that is made payable to any business (without pre approval
by your relationship manager);
(b)(vi) only deposit Items in your ICS Account that are made payable in the name in which your ICS Account is
titled; and
(b)(vii) not deposit Items in your ICS Account that are payable jointly to two or more persons or to any business
in which two or more persons hold an interest unless the same persons hold the same interests in the account
in which the Items are deposited.

(c) Creating Electronic Images and Transmitting Your Electronic File to Us
(c)(i) You will use your hardware and software to scan Items that you wish to deposit to your ICS Account by
means of ICS and to transmit your ICS Electronic File to us. The format of your ICS Electronic File must
meet our ICS Electronic File specifications as established by us from time to time.
(c)(ii) You are responsible for ensuring the Item is a legible, accurate representation of the front and back of the
eligible Item. Transmitted Items must meet the image standards, as outlined in our Image Clearing Services
File Specifications document. You also are responsible for ensuring the MICR line information from the
original Item is accurately scanned, entered or repaired for each transmitted Item.
(c)(iii) You recognize that a transmitted Item may not capture or include all security features contained in the
original Item, such as watermarks. You are responsible for any loss or failure to collect a transmitted Item
that results from an inaccurate or illegible transmitted Item or your failure to provide full and correct MICR
data or dollar amount for a transmitted Item.
(c)(iv) You will transmit Items to us according to the transmission deadlines provided to you by us from time to
time. An ICS Electronic File shall not be deemed received by us until we receive the ICS Electronic File.

(d) Disposition of Imaged Checks
You agree that all Items belong to you and not to us and that those Items shall be handled in accordance with
these Terms and Conditions and any User Materials. After receipt by us of any transmission by you to us of Items
for deposit to your ICS Account, we will acknowledge by electronic means receipt of your transmission. Your
electronic transmission is subject to proof and verification. If you do not receive an electronic notice of receipt
within one (1) hour of your transmission, you agree to contact your Bank representative. Generally, the rejection
of any Item will be posted within one business day, but we reserve the right to post a rejection of any Item at any
time. You will retain the original of all original Items which you image through ICS for a reasonable period of time
as determined by you and in accordance with all applicable state and federal laws and regulations, but in no event
less than fourteen (14) calendar days. This fourteen (14) calendar day retention requirement is a minimum
requirement and may not offer you the legal protection you need. You should consult with your own legal counsel
in establishing a minimum retention procedure. You agree to safeguard the originals of such imaged Items until
such time as they have been destroyed.
(e) **Responsibility for Multiple Deposits of the Same Item**

You agree to implement commercially reasonable procedures to ensure that no Item is deposited more than once via electronic or other means, either with us or with any other financial institution, whether intentionally or unintentionally, whether as a result of fraud for any other reason whatsoever. You agree that the aggregate amount of any Items which are deposited more than once will be debited from your ICS Account, and to the extent funds in your ICS Account are insufficient to cover such amount, any balance shall be debited by us from any of your other deposit accounts as determined by us in our sole discretion. You further acknowledge that you, and not we, are responsible for the processing and handling of any original Items which are imaged and deposited utilizing ICS and you assume all liability to the drawer of any Item imaged using ICS or liability arising from our printing of any Substitute Check from those images.

(f) **Adjustments**

You agree that in the event that an Item is captured for an incorrect amount, we may make a credit or debit adjustment to any of your deposit accounts in order to correct the error. In the event that the adjustment amount is $50 or less, the correction cannot be made through us, and you agree to reconcile the correct amount directly with the maker of the item.

(g) **Processing Your Electronic File**

If you transmit your ICS Electronic File to us before the cut-off time, as set forth in the User Materials, on any day which is a Banking Day, we will review and, if appropriate, process your ICS Electronic File on that Banking Day. If you transmit your ICS Electronic File to us after the cut-off time on any Banking Day, we will review and, if appropriate, may process your ICS Electronic File on the next Banking Day.

(h) **Exception Items**

When we review and process your ICS Electronic File, we may reject any Item that we, in our sole discretion, determine to be ineligible for ICS (each, an "ICS Exception Item") including Items drawn on banks located outside the United States, Items drawn on U.S. banks in foreign currency, Items that are illegible (due to poor image quality or otherwise), Items previously processed, Items previously converted to Substitute Checks, and Items with unreadable MICR information. Each Banking Day on which we review and process your ICS Electronic File, we will notify you of all ICS Exception Items. You agree that if you wish to attempt to deposit any ICS Exception Item to any of your deposit accounts with us, you will only do so by depositing the original Item on which the ICS Exception Item is based. You acknowledge and agree that even if we do not initially identify an Item as an ICS Exception Item, the Substitute Check created by us therefrom may nevertheless be returned to us because, among other reasons, the Item is deemed illegible by Paying Bank. Our failure to identify an ICS Exception Item shall not preclude or limit the obligation of you to us. In the event an Item is an ICS Exception Item because it is illegible or otherwise unusable by us, you must either provide a usable original or copy or, if the original or copy is unusable, obtain a usable document from the maker and submit that usable document to us. Failure to provide a usable version will result in the ICS Exception Item being debited from your ICS Account.

(i) **Funds Availability**

We shall make funds from accepted ICS Electronic Files available according to our funds availability schedule and these Terms and Conditions, as appropriate. Our funds availability policy is set forth in the Deposit Account Disclosure for Business Accounts.

(j) **File Suspension**

(j)(i) We may request to suspend the submission of files with at least twenty-four (24) hours written notice to you if continued submission of files is or will be commercially unviable. Such notice shall provide in reasonable detail the reasons that the submission of files has been suspended. Upon receipt of such notice and request, you shall consent or object to the suspension in writing as promptly as possible; provided that we shall consent if based on the request it can reasonably be expected that continued submission of files would have material adverse impact on check processing.

(j)(ii) The foregoing notwithstanding, you shall have until the end of the 24-hour period to propose a remedy to the stated problem, and we will give due consideration to the solution and consent or object to implementation of such solution, consent not to be unreasonably withheld. The parties agree to use commercial best efforts to
resolve any problem and end any suspension of the submission of an ICS Electronic File as promptly as possible. We shall process Items until image submission is resumed. We shall give 24 hour notice of the intention to resume image submission processes, which period shall exclude weekends and holidays.

(k) **Your Special Representations and Warranties for Each ICS Deposit**

You represent and warrant to us for each ICS deposit:

(k)(i) You will ensure the image is an accurate representation of all information on the front and back of the original Item at the time the original Item was converted to an image, and the image contains all endorsements from the original Item;

(k)(ii) Each image file (or related ICS Electronic File) contains a record of all MICR line information required for a Substitute Check and otherwise satisfies all of the requirements of Check 21 and Regulation CC for the creation and/or transferring of a Substitute Check created from the transmitted Item;

(k)(iii) You will use an image format that adheres to industry standards, as those standards are changed from time to time. The current standards will be outlined in the Bank of the West’s Image Clearing Service File Specifications document;

(k)(iv) You will use ICS only for Items that are payable to or endorsed or deposited by you and that are not ineligible for any of the reasons described above as Exception Items;

(k)(v) You will maintain control over and responsibility for retention and destruction of original Items. In that regard, you are responsible for the safekeeping of all original Items and other sensitive information in accordance with applicable law and commercially reasonable industry standards;

(k)(vi) You will destroy original Items from which you have previously created and submitted to us via ICS and in accordance with the rules stated in the Disposition of Imaged Checks section;

(k)(vii) You will maintain control over and responsibility for any and all sensitive electronic data relating to consumer information. Said data includes consumer names, addresses, and account numbers. Pursuant to the previous paragraph, you are responsible for the safekeeping of all electronic data and notification of any compromise of such data;

(k)(viii) You will not submit any duplicate Items to us;

(k)(ix) You will not deposit to your ICS Account or otherwise negotiate any original Item from which you have previously created and submitted to us in an ICS Electronic File or which was previously presented at another bank, and shall not deposit to any account or otherwise negotiate at another bank any original Item which you have previously submitted to us an ICS Electronic File, unless we have notified you that the Item is an Exception Item;

(k)(x) You will transmit to us only Items that are suitable for processing, including Items that are legible and contain readable MICR data; and

(k)(xi) You agree to notify us immediately if duplicate Items are transmitted to us using ICS or if a duplicate deposit is made either to us or to any other financial institution. You agree to cooperate with us in identifying duplicate Items.

(l) **Testing**

The parties will agree upon testing to be performed whenever Software or hardware modifications or enhancements, initiated by either party, may affect the creation and processing of ICS Electronic Files. Both parties will make their best effort not to impact the accuracy of the ICS Electronic File formats.

49. **ImageExpress Services**

Our ImageExpress Services provide you with copies of paid Items, either online or by CD-ROM. ImageExpress CD-ROM offers the convenience of Item storage of your paid Item images on CD-ROM. ImageExpress Online offers on-line viewing of paid and deposited Item images from our image archive within 24 hours of the pay date of an Item.
50. **Information Reporting Services**

Information Reporting Services enable you to consult activity on your accounts through Balances, Reports or Search components (as described below). Information Reporting Services can be delivered through the Online Banking Services, via file transmission, and e-mail. Please refer to the User Materials for possible delivery methods for each specific component of the Information Reporting Services.

(a) **Balances Component**

The Balances component of the Information Reporting Services provides you with information about various previous and current Banking Day balances on your deposit and commercial loan accounts. The Balances component available through the Online Banking Services can be customized for viewing in order to best fit your needs. The Balances component can also be made available through various file upload or transmission mechanisms as part of the Previous and Current Day Reports (as further described in (b) below). Timing of balances may vary depending on account type and the specific Services you elect.

(b) **Reports Component**

The Reports component gives you in-depth information about transaction activity on your deposit and commercial loan accounts. Reports are generally classified in three categories:

(b)(i) Account Statement Reports – Previous and Current Day Statement Reports provide an overview of a deposit and commercial loan account's activity on a certain day or for a period of time. Subject to some exceptions, these reports can be accessed through the Online Banking Services or transmitted to you through one of the file transmission Services. Some Account Statement Reports may also be available via secure e-mail. **“Previous Day Statement Reports”** provide you with the list of booked transactions and the resulting balances. The Previous Day Statement Reports are made available to you the calendar day after the transactions post to your deposit or commercial loan account(s). **“Current Day Statement Reports”** give you a view of the Banking Day’s activity with the list of memo-posting transactions which will post to your deposit account(s) during our overnight accounting batch. Current Day Statement Reports are made available throughout the Banking Day at regular intervals which correspond to our posting frequency. In some situations, we may also act as an aggregator of your account statements from other financial institutions. If you elect to use us as an aggregator, you must make the arrangements with the other financial institution to send account statements to us; however, we are not responsible for delays in delivery or inaccuracies of the account statements provided by another financial institution. We will make every attempt to deliver Account Statement Reports to you as soon as the information is available. For more details on how to access Account Statement Reports and customization options please refer to the User Materials.

(b)(ii) Product Module Reports – Product Module Reports enable you to access payment activity through the Online Banking Services. With the exception of the optional incoming wire report, these reports are only available through the Online Banking Services. For more details on how to run and customize Product Module Reports through the Online Banking Services, please refer to the User Materials.

(b)(iii) Other Reports – A variety of other reports are made available to you through the Online Banking Services. For more details on these other reports, please refer to the User Materials.

(c) **Search Component**

The Search component gives you the ability to search for activity on your deposit accounts. The Search component is regularly enhanced with new features. For detailed description of the Search component options, please refer to the User Materials.

(d) **Data Retention**

We make historical data available to you through the Online Banking Services and Cash Management Customer Service at 800-400-2781. The availability of historical transactional and balance data depends on the Services you receive from us.
(e) **Delivery of Reports via File Transmission**

Certain reports can be delivered to you via file transmission Services through different protocols and in a variety of formats. We use standardized protocols and industry current file formats in order to facilitate integration with various accounting, Treasury Management Systems and Enterprise Resource Planning platforms. Please discuss with your dedicated sales consultant about your specific needs.

(f) **Delivery of Reports by Secure Email**

Certain reports can be delivered by secure e-mail. If we are able to establish a secure communication with your e-mail server, these reports will be delivered as an attachment to the email. Whenever communication is not considered secure, email from us will contain a link to the report which will have to be retrieved from our e-mail server. For detailed information on which reports can be delivered via secure email, please refer to the User Materials.

(g) **Online Banking Services – Unattended Mode**

We provide an optional feature which allows you to download certain reports in unattended mode. In order to benefit from the unattended mode feature, you must install designated Software on your PC. Use of the Software is subject to a separate licensing agreement that you will need to accept at the time of installation. For more information on retrieval of the reports through the unattended mode, please refer to the User Materials.

51. **Integrated Solutions Services**

Our Integrated Solutions Services are a suite of Services that provides you Access to your designated accounts at the Bank using a Bank interface as a single point of entry through which you may directly conduct banking transactions using your computer and your compatible third-party accounting system provider or software. Integrated Solutions Services allow you to provide data and to make payments directly from your accounting systems without manually entering information. The suite of Integrated Solutions Services includes Integrated Payables, Consolidated Receivables (see Section 40), and Information Reporting Services (see Section 50), as such Services are made available by us.

Our provision of the Integrated Solutions Services to you is subject to, and you shall be bound by, all applicable terms, provisions, or conditions of any third party servicer agreement between us and any third party servicer, and in the event of a conflict between the terms of the Terms and Conditions and the applicable terms of any third party servicer agreement, the terms of such third party servicer agreement shall govern and control. You acknowledge and agree that you are not a third party beneficiary of any third party servicer agreement and shall not have any direct claims or recourse against any third party servicer, except to the extent expressly permitted by the terms of the third party servicer agreement and subject to all limitations and disclaimers provided in such third party servicer agreement.

You acknowledge that the Integrated Solutions Services may involve the transmission of confidential consumer information that may be subject to federal and/or state privacy laws and regulations. You shall comply with all federal and state privacy laws and regulations including any breach notification requirements. Further, you agree to notify us if an Integrated Solutions Services’ request or any other information provided by you to us contains protected health information subject to the federal Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health & Human Services.

You shall comply with all security procedures established by us for the Integrated Solutions Services. The specific security procedures are set forth in Section 14 of this Booklet and the Integrated Solutions Security Procedures Addendum attached hereto and included in this Booklet and the Terms and Conditions by this reference. Such security procedures shall be amended from time to time in accordance with this Booklet. You agree that all Integrated Solutions Services’ requests contain sensitive banking information and shall only use secure transmission options provided by us. For some Payment Transfers and Services such as ACH, Wire Transfers and online banking, other established security procedures are utilized when accessing such Services through the Integrated Solutions Services. You are solely responsible for developing and maintaining your own internal security procedures to prevent errors and unauthorized Access to your computer systems and the Integrated Solutions Services by unauthorized employees, agents, vendors and customers. You understand that while we determine the third-party accounting systems and software compatible with the Integrated Solutions Services, we are not responsible for these systems or software or computer hardware you choose. We will not be liable or responsible to you for any errors or loss or unauthorized Access to your accounts attributable to the third-party accounting system or software or computer hardware.
You acknowledge that we have no obligation to maintain back-up copies of or your request for us to initiate an Integrated Solutions transaction or any other information provided by you to us. You shall preserve all records relating to the Integrated Solutions Services as required by law and as specified for the Integrated Solutions Services you use. You shall permit us to examine, verify and copy such records upon our reasonable request and notice to you.

You agree that you shall (i) use the Integrated Solutions Services only in the ordinary course of your internal business operations, (ii) not use the Integrated Solutions Services in violation of the terms of the Terms and Conditions, (iii) not use the Integrated Solutions Services to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person, whether on a fee basis or otherwise, and (iv) ensure that the Integrated Solutions Services are used only by your Authorized Users in accordance with any documentation we provide to you. In the event of any error in connection with the Integrated Solutions Services or any Integrated Solutions transaction, you shall provide to us detailed documentation and explanation, together with underlying data, to substantiate any error and to assist us in diagnosing, reproducing and correcting the error. You shall use any modifications, revisions, and updates in the Integrated Solutions Services, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented and/or made available by us or our third party servicer. You agree to devote all Equipment, facilities, personnel and other resources reasonably necessary to implement the Integrated Solutions Services and to be trained in the use of the Integrated Solutions Services, and we shall not be responsible for any delays or additional fees and costs associated with your failure to timely perform such obligations.

(a) Integrated Payables

Integrated Payables is a service within the suite of Integrated Solutions Services. Our Integrated Payables Service offers customers a solution to automate their accounts payable processing. The Integrated Payables Service creates a secure gateway to exchange machine-to-machine payment information between you and the Bank. The specific banking transactions available through the Integrated Payables Service are more fully described in the Integrated Payables User Materials which shall be amended from time to time in accordance with this Booklet. The Integrated Payables Service works in conjunction with third-party accounting systems or software determined compatible by us in our sole discretion. Not all third-party-accounting systems or software will be compatible with the Integrated Payables Service.

You agree that your requests to initiate payments utilizing the Integrated Payables Service shall be governed by this Section 51, the sections of the Terms and Conditions governing the applicable payment mechanism, and all applicable laws, rules and regulations governing the applicable payment mechanism. When the Integrated Payables Service is used to Access other Bank Services, products, or payment facilities (including the wire transfer service, check printing, ACH, Real-Time Payments, Alias-based Payments or credit card Services when available), the terms, conditions, and agreements governing such other Services, products, and payment facilities remain in full force and effect, except as expressly modified or amended by this Section 51. You agree to promptly execute and deliver to us any documentation we require to evidence your agreement to our terms and conditions for Services, products, and payment facilities accessed and used by you through the use of the Integrated Payables Service; provided, that your use of the Integrated Payables Service to use, access, and/or perform other Bank Services, products, or transactions automatically constitutes your acceptance of and agreement to any and all terms, conditions, and provisions in effect and imposed by us at the time of your use or performance of such Services and transactions without the execution of any related documentation by you. You agree to be bound by and to comply with any and all documentation, instructional materials or technical information relating to the use of the Integrated Payables Service that is made available to you by us or our third party servicers in connection with the Integrated Payables Service, as amended from time to time.

You authorize us to execute all payment requests and settle to your account all payment requests delivered to us in compliance with the Terms and Conditions and the applicable security procedures. You may from time to time request that we initiate electronic payment types such as the ACH, SWIFT and credit card networks, wire transfer system, and other available electronic funds transfer systems. (Please refer to the Integrated Payables User Materials for available electronic payment types as not all electronic payment types may be supported through the Integrated Payables Service). For certain payment requests, you will have the option of including an email address of the Beneficiary/payee in the payment request to us, and if you provide such email address, we will generate an email to the Beneficiary/payee advising them of the incoming payment.
You must submit Integrated Payables transactions at or prior to the established deadline for processing on the Banking Day of receipt. Integrated Payables transactions received after the established deadline will be processed on the next Banking Day. All established deadlines are set forth in the Integrated Payables User Materials and subject to change. We will notify you of any rejected Integrated Payables transactions in accordance with our standard procedures. You represent and warrant to us that all information in each Integrated Payables transaction delivered to us shall be accurate, timely and authorized and shall be in compliance with all applicable laws, rules and regulations. Accordingly, any inaccuracy in the Integrated Payables transaction or information provided by you may result in unintended processing by us. We are not responsible for detecting or reporting any error or inaccuracy in information provided by you and we shall not be liable to you for any information or Integrated Payables transaction which is incorrect or incomplete.

You are solely responsible for scheduling and initiating any and all Integrated Payables transactions sufficiently in advance of applicable due dates. We disclaim any and all representations or warranties, express or implied, that any transaction executed through the Integrated Payables Service will be timely and/or properly received, processed, and applied by any counterparty to such transaction. You assume all risk relating to the timely and proper scheduling, initiation, processing, transmission, receipt, and application of Integrated Payables transactions, and you release us from any and all claims, liabilities, and/or damages related thereto or arising or resulting therefrom. Except for those losses caused directly by our gross negligence or willful wrongful acts, you agree to indemnify, defend, and hold us and our service provider harmless from and against any and all losses, costs, suits, damages, claims, liabilities, and expenses (including reasonable attorneys’ fees) arising from or related in any way to any relationships, claims, or disputes between you and any and all counterparties to transactions executed by you through the Integrated Payables Service (including payees of payment transactions executed through the Integrated Payables Service).

We shall have no obligation to permit you to amend, modify, cancel, or stop payment on an Integrated Payables transaction after you have initiated or submitted such transaction for execution through the Integrated Payables Service. In the event we shall permit you to amend, modify, cancel, or stop payment on an Integrated Payables transaction, you must act within applicable deadlines established by us for such purposes and otherwise afford us a reasonable opportunity to respond to instructions to amend, modify, cancel, or stop payment on such Integrated Payables transaction; provided, that in no event shall we have any liability to you or any counterparty to your Integrated Payables transaction if we shall fail to execute or timely execute any instruction to amend, modify, cancel, or stop payment on such Integrated Payables transaction.

(b) Information Reporting

Integrated Solutions Services offers reports through the Information Reporting Services. Additional terms apply to the Information Reporting Services. Please see Section 50.

Additional terms apply to Payment Transfers. Please see Section 54.

52. Reserved

53. Online Banking Services

Our Online Banking Services enables customers to use the current browsers to access account balances and payment Services. Deposit account information is available with current Banking Day and previous Banking Day account balances and will include any current Banking Day activity that has been memo posted to your account(s). You agree that application for and use of our Online Banking Services is subject to all terms and conditions applicable to your deposit agreement(s) with us to the extent they are not inconsistent with the Terms and Conditions. You agree that your request for and acceptance of the Service(s) shall be for bona fide and lawful purposes permitted under the Terms and Conditions (including the Service procedures) and to update your software and hardware if necessary to use the Service.

(a) Balance Reporting

The Online Banking Services through the Balances component of Information Reporting Services provide you with online Access to linked account balances and transactions. Balances may be customized to the Services you receive and the information you need. Additional terms apply to the Balances component of Information Reporting Services. Please see Section 50.
(b) **Online Bill Payment Service**

(b)(i) Our Online Business Bill Payment Services allow you to make payments from any Bank checking account (the "Bill Payment Account"), as follows: (a) A bill payment may be made or scheduled from the Bill Payment Account you designate as far in advance of the date the payment is to be made (a "Single Payment") as necessary. Alternatively, a bill payment may be set up as automatic recurring payments to be made at substantially regular intervals (that is, monthly, quarterly, etc.) in the same amount and to the same payee (a "Recurring Payment"). The Bill Payment Account must be a checking account against which you are permitted to write an unlimited number of checks during each statement cycle. (b) The maximum amount of any one bill payment is the lesser of the current available deposit balance in the Bill Payment Account (plus any available credit in an associated line of credit) or $25,000.00. We reserve the right, at our sole discretion, either to complete or reject any attempted bill payment that exceeds the applicable limit or available balance. Regardless of our decision in that regard, your Bill Payment Account may be subject to an overdraft/returned item fee, as stated in the Terms and Conditions. In addition, we reserve the right to further limit the dollar amount or the frequency of transactions from any of your deposit accounts for security reasons, without liability to you. (c) Each bill payment must be made in United States Dollars and directed to an Eligible Payee as directed below.

(b)(ii) Eligible Payees - All payees you properly select are “Eligible Payees” except for the following: (a) a federal, state or local government agency, taxing authority or court; (b) a securities broker; (c) a payee located at an address that is not within the United States; and (d) a payee on the Specialty Designated Nationals List as published from time to time by OFAC. We reserve the right to add to the list of payee categories that are not Eligible Payees without prior notice when required by law or regulation. If you direct us to make a bill payment payable to a payee that is not an Eligible Payee, you authorize us, at our absolute discretion, either to (x) decline to make the bill payment; (y) make or attempt to make the bill payment and charge the Bill Payment Account against which your bill payment is drawn for the full amount of the payment; or (z) charge the Bill Payment Account against which your payment is drawn for the full amount of the bill payment and freeze the bill payment subject to legal requirements.

(b)(iii) Payment Instructions - You must enter your bill payment instructions no later than four (4) Banking Days before the payment due date. Do not include any grace period. If there is not enough time to process your bill payment to reasonably expect the payment to be received by the Eligible Payee on or before that date, as determined by the Online Business Bill Payment Service, you will be so advised and the system will not confirm the payment. In such instances, you must either select another due date or make arrangements to make your payment outside of the bill payment system. Any due date you designate that falls on a weekend or holiday will be considered to have been designated to be the previous Banking Day. Neither we nor our third party service provider or any of our other agents are or will be responsible for any late charges, extra interest or other charges imposed on you by a payee because of a late payment. When you have entered and transmitted a bill payment instruction, you authorize us to deduct the amount of the bill payment from your Bill Payment Account on the process date. We reserve the right to refuse to honor bill payment requests that we believe or suspect (rightly or wrongly) are fraudulent or erroneous. You understand, however, that our exercise of this right will be at our sole discretion, and you should not rely upon us to discover or prevent loss as a result of a fraud or erroneous bill payment.

(b)(iv) Bill Payments - Your bill payment will be made, at our sole discretion, either by electronic funds transfers to the Eligible Payee through the automated clearing house (“ACH”), or by preparing and sending a check to the Eligible Payee, at the address you specify. The method used to forward the bill payment to the Eligible Payee will determine when the amount of the bill payment will be deducted from the Bill Payment Account (see Section 53(b)(iii) above). Payments issued by direct check will clear your Bill Payment Account just as a check you wrote yourself. The check will post to your Bill Payment Account and an image will be available via the Information Reporting module of our Online Banking Services. For payments delivered via electronic funds transfer, the Bill Payment Account will be debited on the scheduled due date. Your periodic statement will reflect the deduction and will show the date, amount and the name or abbreviated name of the Eligible Payee. It is important that you include with each bill payment instruction the account number assigned to you by the Eligible Payee. This number will be included on the check or with the ACH payment we send to the Eligible Payee. Without this number, the Eligible Payee may not know or may have difficulty determining which account is to be credited properly, as the Eligible Payee will not be receiving a traditional payment coupon along with your payment. If the account number at the Eligible Payee is either omitted or incorrect in any way, we will not be liable for any fees or charges incurred if the payment is not processed in a timely manner. Eligible Payees may require return of a payment stub or coupon with your payment and may delay
or refuse to process online bill payments because they will not conform to their internal or contractual payment requirements. We are not responsible for any delay in or refusal with regard to the processing of your bill payment by any Eligible Payee. Our only responsibility is to assure that we process your payments in accordance with the Terms and Conditions. If an Eligible Payee, for any reason, refuses to accept your bill payment or if, for any other reason, a bill payment cannot be completed, we will reverse the bill payment by re-crediting the amount of the bill payment to the Bill Payment Account unless we notify you otherwise. We are not responsible or liable for any late charges or extra interest or other charges or costs or expenses that may result from the Eligible Payee’s delay in accepting and processing, or the Eligible Payee’s non-acceptance or return of any payment.

(b)(v) Canceling Bill Payments - You can cancel any Single Payment or Recurring Payment by using the Online Banking Services to cancel the payment. In the case of a Recurring Payment, you can skip any next scheduled payments or cancel all Recurring Payments to the same Eligible Payee. You must transmit your request to skip or cancel payments before the Cutoff Time on the process date for the bill payment. If you do not meet that deadline, the Online Bill Payment Service will not process your cancellation instructions and the bill payment will be sent as previously instructed. This is because, even though the bill payment may not have reached the Eligible Payee, it will be too late to stop the process of debiting funds for the payment from the Bill Payment Account and issuing our ACH instructions or check in favor of the Eligible Payee.

(c) Check Printing Services

(c)(i) Our Check Printing Services allow you to issue checks (“CPS Checks”) from any Bank checking account (called the “Check Payment Account”) using the facsimile signature of an authorized signer. The Check Payment Account must be a checking account which permits the issuance of an unlimited number of checks during each statement cycle. CPS Checks will bear your Check Payment Account number, the Check Payment Account’s owner name and the facsimile of the signature of any authorized signer on the Check Payment Account as selected by us at our sole discretion or as you and we may agree. We reserve the right, at our sole discretion, either to complete or reject any request to issue a CPS Check if that CPS Check exceeds any applicable limit or the available balance in the Check Payment Account. Without regard to our decision in that regard, your Check Payment Account may be subject to an overdraft/returned item fee, as stated in the Disclosure Booklet. In addition, we reserve the right to further limit the dollar amount or the frequency of transactions from any of your deposit accounts for security reasons, without liability to you. All CPS Checks will be issued in USD currency (no exceptions). CPS Checks may be mailed out to both domestic and international addresses.

(c)(ii) You may not issue a CPS Check payable to a payee on the Specialty Designated Nationals List as published from time to time by the OFAC. If you issue a CPS Check payable to a payee that is on the Specialty Designated Nationals List, you authorize us, at our absolute discretion, either to (a) decline to make the payment; (b) make or attempt to make the payment and charge the Check Payment Account against which your payment is drawn for the full amount of the payment; or (c) charge the Check Payment Account against which your payment is drawn for the full amount of the payment and freeze the payment subject to legal requirements.

(c)(iii) CPS Checks issued pursuant to this Check Printing Service will be mailed by us or our third party service provider using United States Postal Service (the “USPS”) first class postage or by other mail courier services. Neither we nor our third party service provider will be responsible or liable for delays in the delivery of any CPS Check by the USPS or a mail courier service. Neither we nor our third party service provider or any of our other agents are or will be responsible for any late charges, extra interest or other charges imposed on you by a payee because of a late payment. When you have entered and transmitted a CPS Check request, you authorize us to pay the amount of the CPS Check from the Check Payment Account upon presentment. We reserve the right to refuse to honor any CPS Check requests that we believe or suspect (rightly or wrongly) are fraudulent or erroneous. You understand, however, that our exercise of this right will be at our sole discretion, and you should not rely on us to discover or prevent loss as a result of a fraud or erroneous CPS Check. CPS Checks issued pursuant to this Service will clear your account just as any check you wrote yourself. The CPS Check will post to your Check Payment Account and an image will be available via the Information Reporting module of our Online Banking Services. Your periodic statement will reflect the deduction and will show the date, amount and the name or abbreviated name of the payee. Payees may require return of a payment stub or coupon with a payment, including a CPS Check, and may delay or refuse to process the CPS Check because the CPS Check does not conform to their internal or contractual payment requirements. We are not responsible for any delay in or refusal with regard to the processing of your CPS Check by any payee. Our only responsibility is to assure that we process your payments in accordance with
the Terms and Conditions. We are not responsible or liable for any late charges or extra interest or other charges or costs or expenses that may result from the payee's delay in accepting and processing, or the payee's non-acceptance or return of any CPS Check.

(c)(iv) CPS Check requests received by us prior to the established cut-off time will be issued and mailed on the same Banking Day. CPS Check requests received by us after the established cut-off time will be issued and mailed on the next Banking Day. For more specific information on cut-off times, required CPS Check information and reporting features, please refer to the User Materials.

(c)(v) By using the Check Printing Services, you authorize us to pay from funds on deposit with us in the Check Payment Account all CPS Checks and other orders for payment of money signed with a facsimile or mechanical signature of an authorized signer which reasonably resembles the form provided to us or as you and we may agree from time to time. We may do so regardless of under what circumstances, by whom or by what means the purported facsimile signature may have been affixed. You shall be responsible for the amount of each CPS Check or any check signed with your authorized signer's facsimile signature. You agree to indemnify and hold us, including our correspondent banks, our parent company, affiliates, and our or their respective directors, officers, employees, or agents thereof, harmless from and against any and all losses, claims, liability, demands and expenses, including attorney's fees, incurred or arising in connection of payment of CPS Checks by us in accordance with this Section. This facsimile agreement shall remain in effect for so long as you use the Check Printing Services.

(d) **Stop Payment Service**

(d)(i) You agree to place any stop payment within the time frames and subject to the terms described in the User Materials. We will validate the clearance of paid checks up to one (1) year from the inquiry date in arrears.

(d)(ii) A stop payment request will not be effective until we conduct a review for the time period specified in the applicable User Materials and we determine that the check has not been paid during that period and if so, we will respond to you with an online status of your request as accepted. A stop payment request terminates at the end of the period designated in the applicable User Materials, unless the stop payment request is renewed or canceled earlier. A stop payment request is canceled automatically when the account on which the check is drawn is closed even if you maintain other deposit accounts with us.

(d)(iii) Transaction history in our Online Banking Services is limited to at least the previous twelve (12) months. Our Online Banking Services will use only the account history it has stored to determine if the check has paid. If a check was issued prior to the twelve month history in our Online Banking Services at the time of your inquiry, our Online Banking Services may be unable to determine if it paid and may erroneously list the item as “Outstanding.” Prior to placing stop payment requests on checks issued more than 12 months ago, you are responsible for verifying that they are outstanding. We recommend that you check your bank statements. You may also call Cash Management Customer Service at 800-400-2781 or your assigned customer service representative. You agree that you will be responsible for any fees associated with stop payments placed on such aged paid Items that the stop payment check inquiry feature within the Online Banking Service may have reflected as Outstanding, or unpaid, as of the date of your inquiry. You also agree that you will be liable for the duplication of any check that has previously paid.

(e) **Loan Module**

The loan module allows you to access loan information via the Online Banking Services. Accessible information includes loan balances for the current Banking Day as well as loan invoice history information; however, the accessible information is for informational purposes only and is not designed or intended to provide authoritative financial, accounting, investment, or other professional advice which may be relied upon by you for lending transactions nor does it replace your official bank statement. Certain restrictions apply and some commercial loans may not be eligible to be accessed via the Online Banking Service. For more information on non-eligible loans and accessible information available through the loan module, please refer to the User Materials.

(f) **Payment Transfers**

You may initiate and originate Payment Transfers through the Online Banking Services. Additional terms apply to Payment Transfers. Please see Section 54.
(g) Online Banking Services Alerts

The Online Banking Services provides alerts to your Authorized Users on a real time or scheduled basis. Alerts can be delivered to your Authorized Users via email and/or online secure messaging. All mandatory alerts, such as security and administrative alerts, and non-mandatory alerts delivered via online secure messaging will be free of charge. Non-mandatory alerts delivered via email will be subject to Bank fees. Alerts may contain sensitive information and should not be disclosed to any person or party not authorized to view such alerts.

(h) Additional Security Procedures

You as well as each of your Authorized Users will be required to use user id’s, passwords, PINs and/or other Security Credentials or protocols to access the Online Banking Services and when performing certain transactions through the Online Banking Services. It is your responsibility to ensure that your Security Credentials are used only by you and collectively only by your Authorized Users. You agree to protect the confidentiality of your Security Credentials. FAILURE TO PROTECT YOUR SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO: (I) USE THE ONLINE BANKING SERVICES; (II) CHANGE, VERIFY, OR SEND DATA; (III) SEND INFORMATION TO, OR RECEIVE INFORMATION FROM, US AND OUR AFFILIATES; OR (IV) ACCESS YOUR ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA. It is the System Administrator’s responsibility to understand the security capabilities built into the Online Banking Services and to assign and, as appropriate to your business and security needs, to restrict Access to the various applications only to those employees who have a need to know, keeping in mind the importance of separation of duties and only granting the minimum Access required for each Authorized User to perform their specific duties as an important way of protecting your organization. Examples of areas where System Administrators may apply controls around are: selecting Security Credentials which may include authenticators, creating transaction limits for Authorized Users, configuring approval workflows for Authorized Users, configuring alerts and notifications and modifying or disabling Authorized User Access. Please note that we strongly encourage more than one System Administrator and/or the use of dual controls and/or segregation of duties (where more than one individual is involved with the initiation and approval of a transaction). It is your responsibility to ensure that your System Administrator properly configures the Online Banking Services with such controls. You agree that we are not liable for unauthorized or fraudulent transactions that could have been avoided if you would have configured the Online Banking Services with dual controls and/or segregation of duties.

54. Payment Transfers (ACH, Real-Time Payments, Alias-based Payments and Wire Transfers)

If you are approved for them, Payment Transfer Services permit you to request and send domestic and international funds transfers and payment orders, on a repetitive or non-repetitive basis, including via ACH Services, Wire Transfer Services, or other payment methods. As used in this Booklet, “Payment Transfer(s)” shall mean any and all “funds transfer(s)” and “payment order(s)” as those terms are defined in Uniform Commercial Code, Article 4A (without regard to its exclusion of transfers subject to the Electronic Fund Transfer Act). “Payment Transfer(s)” also include requests for amendments and cancellations. Payment Transfers may be requested for either the same Banking Day or may be dated for a future day, subject to the limitations and cutoff times we establish from time to time. Security procedures apply to Payment Transfers as set forth in Section 14. Terms used but not defined in this Section 54 (whether capitalized or not) will be considered to have the meanings set forth in the ACH Requirements or Wire Transfer Requirements, as defined below.

Terms Applicable to Payment Transfers Generally

(a) Payment Transfer Requests

You may request Payment Transfers from those of your accounts as we agree, in the format, times, and following the restrictions we establish from time to time. We may, but are not obligated to, honor any Payment Transfer even if it will cause an overdraft. You agree to reimburse us immediately on demand for any such overdraft. Except as we may otherwise agree in writing, you agree that there are no restrictions or limitations on our acceptance of Payment Transfers. You agree not to request any Payment Transfer that violates the laws of the United States. You are solely responsible for the creation, modification, and deletion of, and the accuracy and adequacy of, all data you submit to us or use for Payment Transfers. You agree to comply with any procedures we specify with respect to the foregoing and your initiation of Payment Transfers. Except for our responsibilities as explicitly set forth herein, you are solely responsible for assuring that you are in compliance with all applicable law, foreign or domestic, with respect to your Payment Transfers. If the laws of a foreign country requires the
authorization of any receiver or recipient of a Payment Transfer, you are solely responsible for assuring that such authorization is obtained and in compliance with the laws and payment system rules of that country.

(b) **Rejection of Payment Transfers**

We may reject any Payment Transfer you request for any reason or no reason in our sole discretion. This includes rejection of any Payment Transfer (i) that does not comply with the Terms and Conditions or the other limitations or restrictions we establish from time to time; (ii) that we consider contrary to applicable law or that might subject us to a risk we consider unacceptable; or (iii) if you do not have sufficient available funds in a designated account or credit line we have made available to you. We may also impose conditions on, cancel, delay or suspend any instructions to send a Payment Transfer on your behalf, even if we have previously accepted such instructions. We are required by law to scrutinize certain Payment Transfers against one or more lists, including the Specialty Designated Nationals (SDN) list of OFAC. This may cause us to temporarily or permanently suspend processing of one or more Payment Transfers and may affect the settlement and/or availability of your payments. We reserve the right to refuse to send or receive Payment Transfers to or from any person or entity located in any country we determine to exclude from our Services. We may use reasonable efforts to notify you of any of the above actions in the manner we determine (which may include verbally notifying you or your designated representative), but we shall have no liability to you or any third party for failure to notify you. We reserve the right in our sole discretion, and without advance notice, to refuse to receive any Payment Transfer or related communication on your behalf. You hereby agree to indemnify us against any loss, liability, claim or expenses (including legal fees) we may incur in connection with taking any of the actions set forth in this paragraph.

(c) **Cancellation or Amendment of Payment Transfers**

We are not obligated to cancel or amend a Payment Transfer after we receive it. We may in our sole discretion attempt to cancel or amend a Payment Transfer if we have not yet transmitted it or credited the Beneficiary's or Receiver's account. We will not, however, have any liability if the cancellation or amendment is not effected. A communication requesting cancelation or amendment must (i) comply with all relevant security procedures and other requirements we establish and (ii) be received by us at a time and in a manner that gives us a reasonable opportunity to act on the request.

(d) **Recall/Reversal of Payment Transfer**

We may, in our discretion, attempt to recall or reverse certain Payment Transfers after they are initiated. We shall not be liable for any loss, cost or expense suffered by you if we are unable to successfully recall or reverse a Payment Transfer. You hereby agree to indemnify us against any loss, liability, claim or expenses (including legal fees) we may incur in connection with recalling or reversing a Payment Transfer or attempting to recall or reverse a Payment Transfer. You agree to immediately reimburse us for any monies paid by us in connection with such an attempt.

(e) **Foreign Currency Transactions; Foreign Currency Risk**

Foreign currency Payment Transfers are limited to the currencies we specify from time to time. Outgoing foreign currency wire transfers may be given a Value Date, typically two Banking Days after the send date (this may be done so that funds can be obtained in the designated currency prior to settlement). If a Payment Transfer is returned for any reason, you agree to accept a credit in United States Dollars, less any charges and expenses we incur. We may apply our applicable exchange rates to foreign currency Payment Transfers and returns. Payment Transfers converted to or from other currencies have foreign exchange risk. This risk is amplified when the Payment Transfers are cancelled, amended, reversed, recalled, or returned for any reason. You hereby agree to indemnify us against any loss, liability, claim or expenses (including legal fees) we may incur in connection with foreign exchange activities. You agree to immediately reimburse us for any monies paid by us in connection with such activities.

(f) **Inconsistency of Names and Identifying Numbers**

If a Payment Transfer identifies a Beneficiary, Receiver, and/or intermediary or other bank with a name and identifying number that do not match, the Payment Transfer may be completed on the basis of the number alone.
(g) **Your Transactions Only**

You shall not submit a Payment Transfer on behalf of a third party without our specific prior written consent which is obtained after your full disclosure of the circumstances in which you are submitting that Payment Transfer.

(h) **Suspension and Termination of Services**

We may, in our sole discretion, suspend or terminate Payment Transfer Services at any time. This may include discontinuation of support of Third Party Senders and service providers you are using. We will take reasonable steps to notify you if we suspend or terminate Payment Transfer Services. Suspension or termination does not affect either your or our rights or obligations with respect to Payment Transfers initiated prior to suspension or termination.

(i) **Risk Management**

You are solely responsible for protecting and controlling Access to: (i) the systems used to initiate and transmit your Payment Transfer requests and other communications and instructions to us; and (ii) the data files maintained by you or on your behalf with respect to your Payment Transfers and the underlying payment and payee information. You agree that we are not responsible for erroneous Payment Transfers (including Erroneous Entries, as defined in the ACH Rules), except as explicitly set forth herein. You agree to promptly review the information we make available to you from time to time with regard to the execution of your Payment Transfers. Generally this means you should review that information on the same day that it is made available to you. You agree to notify us immediately or any errors or unauthorized transactions. We are not responsible for losses due to your delays in reviewing information or notifying us. We may, but are not obligated to, impose various exposure limits from time to time. Exposure limits can include, among other things, limits on: (a) the value of Payment Transfers individually or in the aggregate and (b) the total value of Payment Transfers processed over various periods of time. You agree to comply with the exposure limits we inform you of. We may, in our sole discretion, delay or reject processing of any Payment Transfer that would exceed any exposure limit, and we will have no liability to you for doing so. You agree to cooperate as reasonably requested with our risk management policies, procedures and activities.

(j) **Your Overall Responsibility**

You acknowledge and agree that we have certain responsibilities to third parties (including warranty and indemnity liabilities) for your Payment Transfers. This may include responsibilities for our own acts or omissions, for carrying out or attempting to carry out your instructions, and for otherwise serving in the role as your financial institution, including serving as the ODFI for your ACH Entries and as a receiving bank or originator’s bank for your wire transfers (collectively, our “Payment Transfer Responsibilities”). We are also exposed to claims by third parties for handling or being associated with your Payment Transfers (“Payment Transfer Claims”). You hereby agree to indemnify us against any loss, liability, claim or expenses (including legal fees) we may incur in connection with our Payment Transfer Responsibilities or any Payment Transfer Claims.

**Additional Terms Applicable to ACH Services**

In addition to the Terms and Conditions, ACH Services are subject to the ACH Requirements. In the event of a conflict between anything in the Terms and Conditions and the ACH Requirements, the ACH Requirements shall control. ACH Services permit qualifying customers to initiate credit entries (payments) to a third party (“ACH Credit Entries”) and/or debit entries (collections) from a third party (“ACH Debit Entries”). You agree to comply with all ACH Requirements as in effect from time to time, including requirements related to proper formatting, Receiver authorization and all other requirements. The Terms and Conditions and ACH Requirements apply to ACH Entries even if they are On-Us ACH entries (where the Receiver’s bank is also Bank of the West and the ACH Entry is not processed through an external ACH system). Terms capitalized but not defined in this Section 54 shall have the meanings set forth in the ACH Rules.

As an Originator and/or a Third-Party Sender of the ACH Entries, you are bound by the ACH Requirements to establish, implement and update, as appropriate, policies, procedures, and systems with respect to the initiation, processing, and storage of ACH Entries that are designed to (i) protect the confidentiality and integrity of Protected Information until its destruction; (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.
(k) General Terms and Conditions Applicable to ACH Services

(k)(i) Defined Terms – When you initiate an ACH Credit or Debit Entry, you are acting as the “Originator” of the ACH Entry and we are the “Originating Depository Financial Institution” or “ODFI”. When you originate an ACH Credit or Debit Entry to a receiving party, the receiving party is the “Receiver” and the Receiver’s bank that holds the deposit account to which the ACH Entry is credited or debited is the “Receiving Depository Financial Institution” or “RDFI”. By requesting ACH Services, you are authorizing us to originate entries on your behalf to Receivers’ accounts.

(k)(ii) Transmittal of ACH Entries – Your ACH Entry submissions must comply with the ACH Requirements and our other limitations, restrictions and instructions, including cutoff times, formatting requirements and restrictions on the types of ACH Entries you may initiate. You agree to provide ACH file control totals to us in the manner we prescribe. If we believe there is a discrepancy in such totals, we may decline to process the ACH file until the discrepancy is resolved to our satisfaction. We do not allow Third Party Sender processing unless it is specifically approved for such a purpose in accordance with our policy specified in the Third Party Sender Addendum. Failure to disclose Third Party Sender activity is a breach of the Terms and Conditions and can result in termination of Service(s).

(k)(iii) We may permit you to originate certain types of ACH Entries, identified by Standard Entry Class Codes. You agree not to transmit ACH Entries other than the types of ACH Entries we expressly approve for you in writing. We may decline to process any ACH file that contains one or more unapproved types of ACH Entries.

(k)(iv) Processing, Transmittal and Settlement of ACH Entries – We will use reasonable efforts to transmit your properly submitted ACH Entries to the ACH Operator in accordance with our standard processing schedule. If ACH Entries are not transmitted on the date of receipt, we will generally transmit them on the next Banking Day. ACH Entries will be warehoused if sent to us more than two (2) Banking Days in advance of the Effective Entry Date. We do not guarantee the day of settlement of any ACH Entries, including On-Us or Same Day ACH Entries.

(k)(v) On-Us ACH Entries – On-Us ACH Entries often settle sooner than other ACH Entries. Settlement of all ACH Entries (including On-Us ACH Entries) is subject to the ACH Requirements.

(k)(vi) Same Day ACH Entries – Same Day ACH Entries will normally be transmitted to the ACH Operator on the Banking Day of receipt if received by us prior to our cut-off time and compliant with applicable ACH Requirements. Otherwise, such ACH Entries may be processed as next day ACH Entries. Same Day ACH Entries are subject to the ACH Rules.

(l) Representations, Warranties and Acknowledgements Regarding ACH Entries

Each time you originate an ACH Entry you represent and warrant to us that:

(l)(i) The ACH Entry complies with all requirements of this Booklet and the ACH Requirements; and

(l)(ii) You have complied with all of your obligations under this Booklet, the ACH Requirements and all other applicable laws and regulations, including the sanctions and laws administered by OFAC.

You hereby agree to indemnify us against any loss, liability, claim or expenses (including legal fees) we may incur in connection with your breach of these representations and warranties. You agree to immediately reimburse us for any monies paid by us in connection with your breach. In the event that you intentionally or unintentionally violate any applicable laws or regulations or the ACH Requirements and a fine is imposed on us, you agree to pay or reimburse us for the amount of the fine, along with our fees for research, legal fees and other related costs.

You acknowledge that, as to an ACH Credit Entry subject to Uniform Commercial Code Article 4A: (a) the ACH Entry may be transmitted through the ACH system subject to the ACH Rules; (b) your rights and obligations as an Originator concerning the ACH Entry are governed by and construed in accordance with the laws of the State of New York, (except to the extent you and we have agreed that the laws of another jurisdiction govern our rights and obligations); (c) credit given by the RDFI to the Receiver for the ACH Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of Article 4A; and (d) if the RDFI does not receive such payment for the ACH Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver’s account, and the Originator will not be considered to have paid the amount of the ACH Credit Entry to the Receiver.
(m) ACH Settlement and Financial Responsibilities

(m)(i) Your Responsibility for Payment - You must pay us the amount of each return or reversal of an ACH Debit Entry on the ACH Settlement Date for that transaction. You must pay us the amount of each ACH Credit Entry on or before the Effective Entry Date (as defined in the ACH Rules). You agree to reimburse us immediately for any amounts or liabilities we incur in connection with your ACH Entries, including amounts and liabilities incurred for returns, reversals, adjustments, reclamations, claims based on breach of any warranty made by an Originator or ODFI under the ACH Rules, and our indemnification obligations to any Receiver, RDFI or other third party in connection with your ACH Entries (collectively, “ACH Claims”).

(m)(ii) Payment Accounts - We may, without prior notice or demand, obtain payment of any amount due to us in connection with the ACH Services, your ACH Entries or any ACH Claims by debiting any of the account(s) designated by you for such transactions (the “Designated ACH Account(s)”). We will generally apply such debits to the account(s) from which the relevant ACH Entries originated. You agree to maintain a sufficient balance in the Designated ACH Accounts at all times to cover your obligations with respect to ACH Entries, including reasonably expected or potential ACH Claims. If we determine you do not have sufficient funds in the Designated ACH Accounts at any time, we may debit any other accounts you now or in the future have with us (including any accounts in which you hold an interest with any other person or entity or in another capacity). We may, at any time, establish or require you to establish a reserve account (the “Reserve Account”) in an amount we specify. We may apply funds otherwise due to you and funds withdrawn by us from any of your other accounts to fund the Reserve Account. We will notify you if we require a Reserve Account and if we require any increase in the Reserve Account at any time. You agree that we are not liable for nonpayment of any transactions in any of your accounts which are attributable to the actions authorized by this section. We may delay processing of any ACH transactions until we are able to satisfy ourselves that the funds in the Designated ACH Accounts will be sufficient to satisfy your obligations, including your obligations for ACH Claims. In the event you terminate your relationship with us or otherwise close any Designated ACH Accounts, we may in our sole discretion continue to hold funds in the Designated ACH Accounts and Reserve Account until we determine that all transactions have settled, that the time for all trailing activity has passed and that the time for assertion of all ACH Claims has expired.

(m)(iii) ACH Credit and Debit Guidance – If you are approved for ACH Credit Guidance, we will process ACH Credit Entries originated by you even if the balance in your Designated ACH Account is not sufficient at the time of settlement, as long as the guidance limit covers the amount of the ACH Credit Entries. In order for us to settle ACH Debit Entries to your Designated ACH Account on the presentment date, your ACH Debit guidance limit must be sufficient to cover the amount of the ACH Debit Entries.

(m)(iv) ACH Pre-Funding – Unless you are approved for “Guidance” status, you must settle ACH Entries on a “Pre-Funded” basis. This means that before we will transmit ACH Credit Entries to Receivers, your Designated ACH Account must have sufficient available funds to cover the amount of those ACH Credit Entries. We may debit funds directly from your Designated ACH Account on the day we receive the Entries from you to process. We must receive ACH Credit Entries from you no less than one Banking Day prior to the Effective Entry Date you specify for such ACH Credit Entries. As to ACH Debit Entries, we will generally credit your Designated ACH Account on the Effective Entry Date of those ACH Debit Entries. We may, however, place a hold on all or a portion of that credit for up to three (3) Banking Days after the Effective Entry Date. We may adjust the length and amount of such holds from time to time based on your ACH activity and other factors. We reserve the right to convert you from a Guidance status to a Pre-Funded status at any time, with or without cause or advance notice.

(n) Authorization and Other Requirements

Without in any way limiting your responsibilities under the ACH Requirements, you are solely responsible for assuring that each ACH Entry you submit complies with the ACH Rules, including that:

(n)(i) Each Receiver of an ACH Entry has authorized the ACH Entry and the debiting or crediting of the Receiver’s Account in the amount of the ACH Entry on the Settlement Date for that ACH Entry;

(n)(ii) Each authorization for an ACH Debit Entry is in writing and signed or similarly authenticated by the Receiver;

(n)(iii) Each ACH Entry is otherwise properly authorized by the Originator and the Receiver in accordance with the ACH Rules, including any specific requirements applicable to the particular types of ACH Entries you submit;
(n)(iv) Each authorization remains operative and neither the Receiver's authorization nor the agreement between the Receiver and the RDFI with respect to such ACH Entry has, to your knowledge, been revoked or terminated;

(n)(v) You have, where applicable, followed commercially reasonable procedures to verify the identity of each Receiver and to verify the validity of the routing numbers used in the ACH Entries you submit; and

(n)(vi) You have complied with all other requirements of the ACH Rules applicable to the ACH Entries you submit, including, where applicable, security practices and procedures, annual audits of security, and use of fraud detection systems.

You agree, at your own expense, to furnish us with copies of Receiver authorizations and other documents we request within five (5) Banking Days of our initial request. Until instructed otherwise: written authorizations for ACH Entries must be retained for a period of at least two years following the date on which such authorizations expire (for recurring ACH Entries, authorizations must be retained for a period of not less than two years following termination or revocation of the original authorization); and for RCK (as defined in the ACH Rules) ACH Entries, authorizations must be maintained for at least seven years following the ACH Settlement Date.

(o) ACH Processing and Exceptions

(o)(i) Rejection of ACH Entries – You agree not to submit ACH Entries that do not conform to the requirements set forth herein, the ACH Requirements, and the other standards, guidelines and procedures we establish from time to time. We reserve the right to reject On-Us ACH Entries that would be subject to rejection or return by an RDFI if processed through an ACH Operator. Our processing of an ACH file or ACH Entry that does not comply with the preceding requirements or that we could otherwise reject does not mean we waive the right to reject similar ACH files or ACH Entries in the future. We will use reasonable efforts to notify you of rejections in the manner we determine. Generally, this should occur by the close of business on the Banking Day on which we would otherwise transmit the ACH file or ACH Entry to the ACH Operator (or, in the case of an On-Us ACH Entry, the Effective Entry Date). For Same Day ACH Entries, this should generally occur prior to our relevant cutoff time. Notices of rejection will be effective when given. You agree that we have no liability to you for any rejection of an ACH file or ACH Entry or for failure to provide timely notice of rejection.

(o)(ii) Reversing Files and Entries - You may request us to send an ACH file Reversal (as defined in the ACH Rules) and/or Reversing Entries in accordance with the ACH Rules and our relevant procedures (including cut off times) as in effect from time to time. We must receive such files and entries in time to have a reasonable opportunity to satisfy the timing requirements for such files and entries under the ACH Rules. You agree to promptly notify the Receiver of any Reversing Entry in accordance with the ACH Rules.

(o)(iii) Returned ACH Entries - We will use reasonable efforts to notify you (in the manner we determine) of the receipt of a returned ACH Entry from an ACH Operator. Generally, this should occur no later than one Banking Day after we receive the returned ACH Entry. We have no obligation to dishonor returned ACH Entries and you acknowledge and agree that we may accept late returned ACH Entries in our sole discretion.

(o)(iv) Notifications of Change; Prenotifications - We will from time to time provide you with certain information we receive about each Notification of Change ("NOC") or corrected NOC ("Corrected NOC") we determine relates to your ACH Entries. You are agree to make the changes specified by each NOC or Corrected NOC in accordance with the ACH Rules and within six (6) Banking Days from receipt of the NOC information or prior to initiating another ACH Entry to the Receiver's account, whichever is later. You agree not to initiate ACH Entries to a Receiver if a Return Entry or NOC has been received in response to a Prenotification Entry, except as permitted by the ACH Rules. You agree to cease initiating ACH Entries immediately upon receipt of any actual or constructive notice that the Receiver has terminated or revoked its authorization for such ACH Entries.

(o)(v) Disputes with Receivers - You hereby agree to indemnify us against any loss, liability, claim or expenses (including legal fees) we may incur in connection with disputes between you and any Receiver. You agree to immediately reimburse us for any monies paid by us in connection with such disputes.

(o)(vi) Excessive Returns and Claims – We may monitor the levels and frequency of returned ACH Entries and ACH Claims that we receive in respect of your ACH Entries. You agree to use reasonable efforts to minimize the foregoing and to take such steps as we reasonably request in connection therewith. If we deem your returned ACH Entries or ACH Claims to be excessive or if we receive notice from any regulatory authority,
ACH Operator or other governing body regarding excessive returned ACH Entries or ACH Claims we may suspend or terminate ACH Services without advance notice or impose additional requirements or restrictions on your use of our ACH Services.

(p) **Retention of Records**

You must retain the data necessary to recreate your ACH Entries for at least thirty (30) calendar days following the date you transmit the relevant ACH files to us for processing. You agree to provide copies of such data to us on request.

Additional Terms Applicable to Wire Transfer Services

(q) **Wire Transfer Service**

Using our online Wire Transfer Service through our Online Banking Services, you can transfer funds and adjust balance levels in your accounts maintained with us and pay us charges for the Services provided herein according to our current fee schedule. You must provide information to us regarding the transaction and recipient as requested by us, including information necessary to comply with legal and regulatory requirements and our internal policies and procedures. Intermediary and Beneficiary institutions may also assess a fee resulting in the payee/Beneficiary receiving an amount that is less than the face value of a money transfer. The Beneficiary's complete International Bank Account Number ("IBAN") is required for wire transfers sent to Europe. An incomplete/missing IBAN may result in a wire transfer reject or return with additional charges assessed by the receiving bank. Wire transfers sent to Mexico require an 18-digit CLABE (Clave Bancaria Estandarizada, Spanish for "standardized banking code") as the Beneficiary’s account number.

In addition to the Terms and Conditions, Wire Transfer Services are subject to all applicable state and federal laws and regulations and other applicable legal requirements (collectively, the "Wire Transfer Requirements"). In the event of a conflict between anything in the Terms and Conditions and the Wire Transfer Requirements, the Wire Transfer Requirements shall control. The Wire Transfer Services permit qualifying customers to initiate wire transfers in accordance with this Booklet and the Wire Transfer Requirements. You agree to comply with all Wire Transfer Requirements as in effect from time to time.

(r) **Execution of Payment Transfers**

Unless we expressly agree otherwise in writing for a particular transfer, we may use whatever means we deem reasonable in the circumstances to execute Wire Transfers, including selection of the funds transfer system, routing and means of transmission.

Additional Terms Applicable to Payment Transfers

(s) **Security Procedures for Payment Transfers through SWIFT and Other Networks**

You may have authorized us or may in the future authorize us to act on instructions we receive through the BNP Paribas or Bank of the West data transfer networks, the SWIFT network or other networks (collectively, the "Networks"). Your authorization may be provided in a variety of ways, such as (but not limited to) in an agreement with us for SWIFT messaging Services, an Authority Letter appointing an agent to act on your behalf under a separate SwiftNet Agreement, or an authorization related to electronic data transmission via EBICS. We may act on any request for information or any order or instruction (including any payment order for a Payment Transfer) that our computer system receives through the interface we maintain with the relevant Network (collectively, the "Network Instructions"). Network Instructions may be originated by you, your affiliates, our affiliates or others. Our determination that a Network Instruction was received through the interface we maintain with the relevant Network shall constitute the mutually agreed security procedure for Network Instructions (the "Network Security Procedure"). The Network Security Procedure shall be the controlling manner of authenticating Network Instructions notwithstanding any other security procedure that may now or hereafter be agreed to with respect to other instructions and Payment Transfers. Except as set forth in the preceding sentence, all other provisions of the Terms and Conditions relevant to security procedures and Payment Transfers shall apply to the Network Security Procedure and Network Instructions, respectively.
(t) Security Procedures for Cash Concentration Services

You may have executed (or may in the future execute) an agreement with us for cash concentration Services or another form of authorization (collectively, "Cash Concentration Arrangements") authorizing us to act on instructions received from you or others (each, a "Participating Company") through the BNP Paribas cash concentration engine or the SWIFT network (collectively, the “CC Networks”). If a Participating Company has made a Cash Concentration Arrangement with us, any Payment Transfer we receive with reference to a Participating Company or its accounts through the Networks shall be considered a “Cash Concentration Funds Transfer”. We may act on any Cash Concentration Funds Transfer that we receive through the Networks. Our determination that a Cash Concentration Funds Transfer was received through the Networks shall constitute the mutually agreed security procedure for Cash Concentration Funds Transfers (the “Cash Concentration Security Procedure”). The Cash Concentration Security Procedure shall be the controlling manner of authenticating all Cash Concentration Funds Transfers notwithstanding any other security procedure that may now or hereafter be agreed to with respect to other funds transfers. Except as set forth in the preceding sentence, all other provisions of the Terms and Conditions relevant to security procedures shall apply to the Cash Concentration Security Procedure and Cash Concentration Funds Transfers, respectively.

(u) Additional Information and Terms Applicable to The Clearing House Real-Time Payments

(u)(i) Introduction

With the Real-Time Payment Service (“RTPS”) you can initiate real-time messages and payment instructions to effect the final and irrevocable settlement of funds transfers to third parties in real-time, twenty-four hours a day, seven days a week, fifty-two weeks a year through the Real Time Payment System (the “System”) maintained by The Clearing House (“TCH”); you may also receive funds transfers and real-time messages from third parties through the System.

Our services to you shall be provided to the extent permitted, and in compliance with, the Real-Time Payments Participation Rules and the Real-Time Payments Operating Rules as issued and amended from time to time by TCH (collectively, the “System Rules”). Capitalized terms used in this RTPS section that are not defined in these Terms and Conditions shall have the meaning given them in the System Rules. You shall keep a current copy of the System Rules and follow them, as they apply to you. The RTPS and all RTPS-related transactions are subject to and may not conflict with the System Rules.

(u)(ii) System Limitations

System Rules designate various limitations on transactions, including the following:

• You may not initiate a transfer of funds on behalf of a third party.

• Transfers may be made in US Dollars only.

• The amount of each transfer is limited (as defined by RTP Operating Rules).

• Transfers may not be made to or from an account in a financial institution outside the United States.

• To the extent you send or receive a payment as part of a Money Transmission Transaction, you must be a resident of or otherwise domiciled in the United States. (Money Transmission Transaction is defined as a transaction or series of transactions in which a party serves as an intermediary in the transmission of funds or the value of funds between other parties.)

• Real-Time Payments and messages can only be sent to participating financial institutions in the Real-Time Payments network. You may choose, as an option, to ask us to route transactions to non-participating financial institutions through other payment channels such as ACH. If such option is utilized, you may be required to agree to additional terms and conditions, and all rules of the applicable payment channel will apply.

We may impose additional limits on the RTPS. You are responsible for keeping informed of all limits specified in the System Rules or by us.
If an attempted RTPS transaction does not comply with System Rules, one or more of the requirements set forth in these Terms and Conditions, the instructions or guidance we have provided to you, or for some other reason cannot be completed pursuant to the RTPS, then we may cancel the processing of the payment and/or message and provide you with notification of such action through our standard reporting channels.

**(u)(iii) Payment Origination**

Using RTPS, you will send us payment instructions either online via TreasuryNow or through our Integrated Solutions Service to pay out of your designated deposit account. Your designated deposit account will be debited for the payment amount prior to sending payment out. If the payment cannot be completed for any reason, the payment amount will be credited back to your designated deposit account.

**(u)(iv) Accepted Payment Instructions**

Once a payment instruction is settled, it is final and irrevocable, except as may otherwise be required by law. While the System is designed to clear payments and make funds available to the recipient in real time, we reserve the right to reject or delay a Payment Message and other message type as follows: (1) when necessary for risk management, legal compliance or other reasons; (2) when there is an inability to post; (3) if the transaction amount exceeds the available funds balance in the applicable Account at the time we receive the payment instruction; (4) if we determine, in our sole judgment, that accepting the payment instruction would cause us to exceed any volume, aggregate dollar, network or similar limits on transfers that apply to us; (5) if the payment instruction would cause you to exceed any volume, aggregate dollar or similar limit on transfers imposed by us on the applicable account; (6) if we are unable to satisfy ourselves that the payment instruction has been properly authorized; (7) if the account to be charged is frozen or inactive; or (8) if applicable law or regulation prohibits us from accepting the payment instruction.

**(u)(v) System Downtime Limitations**

Bank will attempt to process RTPS transactions on a 24x7x365 basis. However, this is subject to standard and contingent downtimes related to our processing systems.

**(v) Additional Information and Terms Applicable to Alias-based Payments**

**(v)(i) Introduction**

Alias-based Payments is operated in accordance with the Zelle ® Network Participation Rules ("Network Rules") which you acknowledge you have received. Alias-based Payments is designed to allow you to make U.S. dollar disbursement payments from your accounts within the U.S. using the recipient’s’ electronic mail address or mobile phone number in lieu of their specific banking information, such as bank transit routing or account numbers. Zelle acts as a real time messaging platform between participating financial institutions. With Alias-based Payments, you can send business to consumer or business to small business payments to recipients who have a U.S. bank account and participate in the domestic ACH or debit card network, regardless of whether your recipient’s bank is a participating member bank within Zelle. Alias-based Payments are provided by us using a service provider. In this section (v), any reference to we or us includes our service provider.

**(v)(ii) Payment Origination**

Using Alias-based Payments, you will send us payment instructions either online via TreasuryNow or through Integrated Solutions to make a payment out of your designated deposit account. Your deposit account will be debited for the payment amount prior to sending payment out. If the payment cannot be completed for any reason, the payment amount will be credited back to your account.

**(v)(iii) Payment Settlement**

Settlement of payment will occur in the following scenarios:

(a) If the recipient is not yet registered with Zelle, Zelle will notify the recipient directly, via a text message or electronic mail that a payment from you is pending. The notification will provide the recipient with detailed instructions on how to complete a one-time registration in order to receive payment. The notification will provide a link to Zelle’s online registration portal where the recipient can either (i) select their bank from a list of direct participating banks or (ii) select that their bank is
not listed. In this second scenario, the recipient will register directly on Zelle's online registration portal. Upon completion of registration by the recipient, we will receive confirmation of registration. If the recipient does not complete registration within our defined hold period (5 calendar days), we will cancel the payment and credit funds back to your account.

(b) If the recipient is already registered, or registers after notification directly at an in-network bank or via Zelle's online portal:

(i) For in-network banks, the receiving bank will make the funds available to your recipient’s designated bank account.

(ii) For out-of-network banks, the recipient account will receive an ACH Credit Transfer for the designated amount. In this situation, Zelle will also provide a notification of payment with the associated remittance information to the recipient. The payment method used for settlement may change based on the Network Rules from time to time.

(c) If the recipient is already registered with Zelle through the Zelle Mobile App, an Original Credit Transfer (“OCT”) through the debit card network will be initiated to provide funds to the recipient’s account. The receiving bank will make funds available to the recipient in accordance with the Network Rules and the requirements of the respective card network. We may settle these transactions through alternative channels once Zelle permits options other than OCT to network participants.

(iv) Manual Acceptance of Payments

There are certain situations in which funds will not be made available to the recipient until the recipient has manually accepted the payment based on notification from their member bank or from Zelle (Manual Accept feature). This scenario applies when the receiving bank decides to offer a Manual Accept feature to the recipient of the payment. This may apply to registered users or for non-registered new users. In this situation, your account will be debited, and should the recipient not accept these funds in the designated time period, funds will be credited back to your account.

(v) Governing and Operating Rules

In addition to the terms set forth in this document, all regulatory and operating rules associated with or applying to ACH transactions and debit card payment processing continue to apply for transactions processed through Alias based payments. This includes the NACHA Rules, federal Regulation E, and the U.S. Department of the Treasury Office of Foreign Assets Control (“OFAC”) requirements.

(vi) Compliance with Network Rules

You promise: (i) to comply with all applicable Network Rules as they may be amended from time to time, and (ii) that no action you take in connection with Alias-based Payments will be inconsistent with or constitute a violation of the Network Rules. You acknowledge and agree that you shall use Alias-based Payments solely for the purposes and subject to the terms and conditions in the applicable Network Rules. Failure to comply with the Network Rules may be cause for Bank to terminate your use of Alias-based Payments.

(vii) Compliance with Instructions and Guidelines

You represent and warrant that you will comply with such instructions and guidelines we provide to you from time to time in connection with the delivery of, and your use of, Alias-based Payments. We may change such instructions and guidelines from time to time upon thirty (30) days’ notice; provided, however, that we may give fewer than thirty (30) days’ notice of such changes if: (i) necessary to avoid a violation of law; or (ii) required by
Network Rules; or (iii) we determine in good faith that a shorter notice is required or appropriate under the circumstances. You will comply with such changed instructions and guidelines promptly upon receipt from us and your continued use of the Alias-based Payments service shall constitute your acceptance of any changed instructions and/or guidelines.

(v)(viii) Limitations

Network Rules designate various limitations on transactions, including: (i) you may not initiate a transfer of funds on behalf of a third-party; (ii) transfers may be made in U.S. dollars only; (iii) the amount of each transfer is limited; and (iv) transfers may not be made to or from an account in a financial institution outside the United States. To the extent you send a payment as part of a Money Transmission Transaction (a transaction or series of transactions in which a party serves as an intermediary in the transmission of funds or the value of funds between other parties), you must be a resident of or otherwise domiciled in the United States. You are also obliged to comply with the required OFAC regulations. Additional limits may be imposed on Alias-based Payments from time to time.

If an attempted Alias-based Payment transaction does not comply with Network Rules, one or more of the requirements set forth in the Terms and Conditions, the instructions or guidance that has been provided to you, or for some other reason cannot be completed pursuant to requirements of Alias-based Payments, then we may cancel the processing of the payment and/or message and provide you with notification of such action through our standard reporting channels.

(v)(ix) Accepted Payment Instructions

Once a payment instruction is settled, it is final and irrevocable, except as may otherwise be required by law. While Zelle is designed to clear payments and make funds available to the recipient in real time, we reserve the right to reject or delay a payment message and other message types as follows: (i) when necessary for risk management, legal compliance or other reasons; (ii) when there is an inability to post; (iii) if the transaction amount exceeds the available balance in the applicable account at the time Bank receives the payment instruction; (iv) if we determine, in our sole judgment, that accepting the payment instruction would cause us to exceed any volume, aggregate dollar or similar limit on transfers that apply to us; (v) if the payment instruction would cause you to exceed any volume, aggregate dollar or similar limit on transfers imposed by us or by you on the applicable account; (vi) if we are unable to satisfy ourselves that the payment instruction has been properly authorized; (vii) if the account to be charged is frozen or inactive; or (viii) if any applicable law prohibits us from accepting the Payment Instruction.

Except as noted above, we will use Zelle to process all payments instructions.

(v)(x) System Downtime Limitations

Bank will attempt to processAlias-based Payment transactions on a 24x7x365 basis. However, this is subject to standard and contingent downtimes related to our processing systems.

55. Positive Pay Services

(a) Positive Pay Services Generally

Three variations of Positive Pay Services are available—our standard Positive Pay Service, our Stand-Alone Positive Pay Service and our Payee Positive Pay Service. With each variation, you agree to provide us the following Issue Information for each Item: (i) its serial number; (ii) its dollar amount of the Item; and (iii) its issuance date. With the Payee Positive Pay Service, you also agree to include payee name(s) in your Issue Information. On each Banking Day, we will deliver to you a Reported Item List that consists of Items which do not match the Issue Information (“Exception Items”), subject to the parameters that you may be permitted to establish. You
are responsible for making a timely pay/no-pay decision on each Exception Item. For more information on how Positive Pay Services work, including delivery and cutoff times, reporting features, and each party’s responsibilities and obligations, please refer to the User Materials. Account reconcilement related reporting is generally available if you also have our Full Account Reconcilement Service, but is not available with the Stand-Alone Positive Pay Service.

(b) **Payment or Return of Exception Items**

(b)(i) You agree to instruct us whether to pay or return Exception Items. Your instructions must be given in the manner and in the timeframes established in the User Materials from time to time. You must also give us standing instructions that we may act on if we do not hear from you on time. Standing instructions shall be either to “pay all” or “return all.” We are entitled to conclusively rely on your “pay all” or “return all” instructions. If you elect “pay all”, we may pay all Exception Items. We may, but are not obligated to, pay Exception Items even if they overdraft your account. If you elect “return all”, we may return all Exception Items. If you fail to give us standing instructions, you will be conclusively deemed to have instructed us to “pay all” Exception Items.

(b)(ii) If an Exception Item is paid, either by your specific pay/no-pay decision or by your standing instruction, the Issue Information shall be considered updated by the information from the Exception Item.

(b)(iii) Returned Items may be marked ‘Refer to Maker” or with any other marking we select. You agree to respond promptly to any payee or other third party inquiries regarding Returned Items.

(b)(iv) Even though we may return an Exception Item, you acknowledge and agree that you remain liable to the extent provided by applicable law to any party (including us or any third party servicer) who has rights as a holder or holder in due course of that Item.

(c) **Our Responsibility**

(c)(i) Except as otherwise provided by applicable law, you agree that we have no responsibility or liability for payment of any Item which matches the Issue Information we received.

(c)(ii) Notwithstanding anything to the contrary herein, we are not obligated to return any Item that has: (i) been cashed over-the-counter; or (ii) certified or paid prior to the time we have received, and had a reasonable opportunity to act on, your instruction to return the Item.

(c)(iii) You release us of all liability, including liability related to obligations arising under applicable law, for paying or returning Items in accordance with this Section. You agree that we need not examine Items presented for payment except as necessary to provide the Reported Items List. You agree to hold us harmless from any and all claims made by any third party arising out of: (i) our return of Exception Items or (ii) our refusal to honor Items presented for payment at any of our offices if we did not have accurate Issue Information regarding the Item at the time of presentment.

(d) **Proper Use of Positive Pay Services**

Positive Pay Services are intended to be used to identify and return Items which you suspect, in good faith, are unauthorized. Positive Pay Services are not intended to be used as a substitute for your placing stop payment orders on Items which you do not wish to be paid and which are not suspected as being unauthorized. If we request, you agree to provide evidence that Items we return pursuant to your instructions were in fact unauthorized. We reserve the right to require you to place a stop payment order on any Item to be returned. Stop payment orders will be subject to our customary stop payment fees.

56. **Remittance Banking Services (Lockbox)**

You may direct your debtors and/or customers to forward their payments by check, or other paper item, to the post office address we designate ("Designated Address"). We and any third party servicer we engage, acting on your behalf, shall have exclusive and unrestricted access to mail directed to the Designated Address. Unless we specifically agree otherwise in writing, we may endorse, on your behalf, Items and other deposited items received at the Designated Address, even if you are a joint payee on the Item, or if the Item contains a paid-in-full notation or language pertaining to endorsement. Items received at the Designated Address shall be processed in accordance with our standard procedures, except as we may otherwise agree in writing. Deposits will be credited to the deposit account you designate. Unless otherwise agreed to by both parties, all collected funds shall be deemed to be your funds for all purposes e.g., adjustments, bankruptcy, levy,
attachment, and other forms of legal process. The crediting and collection of Items and other deposited items will be handled under the Terms and Conditions, except as we may otherwise agree in writing.

57. **Remote Lockbox Scanning Services**

Our Remote Lockbox Scanning Services allow you to use Software provided by us or our third party servicer to create electronic images of Items and lockbox support documents ("Lockbox Items") and to transmit an electronic file of such Lockbox Items (collectively, the "Electronic Image File") to us for processing to your Remittance Banking Services (Lockbox) account with us ("Lockbox Account"). After we receive your Electronic Image File, we or our third party servicer may create Substitute Check(s) or generate one or more electronic files to collect your items directly or indirectly from the relevant paying banks (each, a “Paying Bank”).

(a) **Creating Electronic Images and Transmitting Your Electronic Image File to Us**

You must use hardware meeting our specifications to scan Lockbox Items that you wish to electronically deliver to your Lockbox Account for further processing. You are also responsible for assuring that the format of your Electronic Image File meets the specifications we establish from time to time.

(b) **Disposition of Imaged Lockbox Items**

You agree that all Lockbox Items belong to you and not to us and that those Lockbox Items shall be handled in accordance with the Terms and Conditions, including any User Materials. After receipt by us of your Electronic Image File, we will acknowledge such delivery by creating a batch under your lockbox profile. Your Lockbox Items are subject to proof and verification. If you do not see a batch created within one (1) hour of your transmission, please contact your Bank representative. You agree to retain the originals of all Lockbox Items for not less than fourteen (14) calendar days or for such time as is required by and in accordance with applicable law. Thereafter, in a commercially reasonable manner, you agree to destroy the original Lockbox Items, unless otherwise required by law. You are solely responsible for safekeeping the original Lockbox Items until they are destroyed.

(c) **Responsibility for Multiple Deposits of the Same Lockbox Item**

You agree to assure that no Lockbox Item is, whether intentionally or unintentionally or as a result of fraud or for any other reason whatsoever: (i) deposited (with us or any other depository institution) more than once via electronic or other means; or (ii) otherwise cashed or presented for payment (to us or any other depository institution). You agree that the aggregate amount of any Lockbox Items which are deposited, cashed or presented for payment in violation of the preceding sentence will be debited from your Lockbox Account. In the event you do not have sufficient funds in the Lockbox Account to cover any such debit, we may debit such amount(s) from any other accounts you have with us (including any accounts in which you hold an interest with any other person or entity or in another capacity). You are responsible for the processing and handling of any original Lockbox Item which has been imaged and deposited utilizing Remote Lockbox Scanning Services and you assume all liability to the drawer of any Lockbox Item deposited using EDS or arising from our printing of any Substitute Check from those images.

(d) **Adjustments**

You agree that in the event that a Lockbox Item is captured for an incorrect amount, we may make a credit or debit adjustment to any of your deposit accounts in order to correct the error.

(e) **Processing Your Electronic File**

Electronic Image Files received by us prior to the established cut-off time will generally be reviewed and processed on the same Banking Day. Electronic Image Files received by us after the established cut-off times will generally be reviewed and processed on the next Banking Day.

(f) **Exception Lockbox Items**

When we review and process your Electronic Image File, we may reject any transmitted Lockbox Item that we, in our sole discretion, determine to be ineligible for Lockbox (each, an “Exception Lockbox Item”). Exception Lockbox Items include Items not payable to you, items referenced in paragraph (c) above, Items drawn on banks
located outside the United States, Items drawn on U.S. banks in foreign currency, Items that are illegible (due to poor image quality or otherwise), Items previously processed, Items previously converted to Substitute Checks, and Items with unreadable MICR information. We may, but are not obligated to notify you of Exception Lockbox Items. If you wish to attempt to deposit any Exception Lockbox Item, you agree to do so only by depositing the original Item on which the Exception Lockbox Item is based. You acknowledge and agree that Exception Lockbox Items and items that we could have rejected but did not may be returned to us by the Paying Bank. We may debit your Lockbox Account for any such returned item or any unusable item or may require you to reimburse us for the amount of any such items. In the event an Item is an Exception Lockbox Item because it is illegible or otherwise unusable by us, you must either provide a usable original or copy or, if the original or copy is unusable, obtain a usable document from the maker and submit that usable document to us.

58. **Sweep Services**

Various sweep Services may be available to approved customers from time to time, such as an investment sweep product that sweeps deposit account balances into mutual funds, an overnight sweep product that sweeps into repos (repurchase agreements) and a loan sweep product that sweeps to and from a separate line of credit. These Services are subject to separate terms and conditions. This Booklet is not applicable to those Services.

59. **TaxDirect Services**

Our TaxDirect Services allow you to use a touch-tone telephone or Internet connection to initiate Federal, State and certain local tax deposits. Our performance of TaxDirect Services are conditioned upon your furnishing all requested data, authorizations, and written instructions at the times and in the manner specified by us in the User Materials. We are entitled to rely on the accuracy of any data you furnish. Whether initiated via touch-tone telephone or Internet, you are responsible for electronically inputting relevant data accurately and completely in accordance with the procedures and instructions established by us from time to time.

(a) **Deposit Account; Sufficient Funds**

You agree to maintain with us a commercial bank account (the ‘TaxDirect Deposit Account’) with sufficient funds to cover all tax deposits and other fees and charges related to the TaxDirect Services. You hereby authorize us to charge the TaxDirect Deposit Account for the amount of each tax deposit, as related by you to us. In the event you fail to maintain sufficient funds in the TaxDirect Deposit Account, we shall have no obligation to perform the TaxDirect Services or make any tax deposit for you even if we have received instructions to do so. In the event we, in our discretion, honor any overdraft in the TaxDirect Deposit Account, we shall not be obligated to do so in the future, regardless of the number of times we have previously allowed such overdrafts. You shall immediately reimburse us for any disbursement we make in connection with TaxDirect Services even though there are insufficient funds in the TaxDirect Deposit Account at the time the disbursements are made.

(b) **Duty to Maintain Records**

Nothing herein shall relieve you of any duty imposed by law or contract regarding maintaining records or employing adequate audit, account and review practices followed by similar businesses. You agree to promptly review for accuracy all records and information we deliver to you from time to time. You agree to notify us immediately of any errors. You agree to retain a copy of all of your source documents, including your completed TaxDirect Service Application, any User Materials, the Terms and Conditions, all completed state and federal tax agency authorization forms, all information needed to make each tax deposit, acknowledgment numbers generated after you initiate a tax payment request, and all audit information and receipts acknowledging or confirming the payment of your tax deposits. We may retain copies of any of the foregoing documents, information or receipts, but we are not required to do so under the Terms and Conditions or any other contract or other obligation to you.

(c) **Service Limited to You**

Only you may use the TaxDirect Services. You shall not provide your access code or personal identification number to any third party. You shall not initiate a tax deposit on behalf of any other person or entity.
(d) **We Are Acting Only as Your Agent**

In performing the TaxDirect Services, we are acting only as your agent. Any tax deposit funds we receive from you will remain a deposit liability and will not become trust funds until we deposit the same to the credit of the appropriate governmental agency on the tax due date or otherwise make such funds available to the governmental agency. Funds we hold for you will not bear interest and may be invested by us solely for our own benefit, but any such investment shall be at our risk. If you wish to request the return of any funds we hold for you, we must receive your request in writing and have a reasonable opportunity to act on it prior to the time such funds are credited or otherwise made available to the governmental agency or otherwise disbursed by us.

60. **Third Party Depository Services**

Our Third Party Depository Service provides a delivery channel for you to make cash or check deposits at branches or processing centers of a third party with whom we have a contractual arrangement. The Third Party Depository Service facilitates deposits by your locations that are not in close proximity to a Bank branch. You must use specified deposit documents for this Service. This Service does not include check cashing at the third party locations. Deposits submitted prior to the cutoff hour we establish from time will generally be posted to your Bank account on our next Banking Day.

(a) **Your Responsibilities**

You agree to make any such deposits under this Service in accordance with the form, format, and instructions we provide. Failure to follow instructions may result in a delay in the posting of your deposit.

(b) **Deposit Discrepancies**

Any deposit discrepancy, such as an adjustment or a returned check, may be reported to us by the third party. We may debit or credit your account accordingly.

(c) **Notifications**

You agree to contact us regarding any questions, complaints or other issues that may arise under this Service. Notice to the third party does not constitute notice to us.

The third party has no power or authority to bind or obligate us.

61. **Zero Balance Accounting Services**

If you disburse funds from multiple accounts or maintain a number of different depository accounts, the Zero Balance Accounting Service may assist you. Under this Service you designate a primary demand deposit account, called the "Concentration Account," and secondary accounts, called "Tier Account(s)". You authorize us to transfer funds as of the close of each Banking Day between the Concentration Account and Tier Accounts. Transfers will be intended to bring the respective balance(s) of the Tier Account(s) to (i) a mutually agreed target balance or (ii) another balance that you have selected and properly communicated to us for a particular Tier Account for that day. Any debits to the Tier Accounts that reduce the balance in the Tier Account to a sum less than the target balance will be funded automatically from the Concentration Account. You may draw checks (or arrange for other debits) against the Concentration and/or Tier Accounts. We may pay those checks up to the balance on deposit in the Tier and/or Concentration Account. In addition, we may, but are not obligated to, honor overdrafts on such accounts. You agree that we are not acting as a fiduciary with respect to funds in either the Concentration Account or in any Tier Account. If any Concentration Account or Tier Account is under different ownership, you agree to assure that all owners join in the Terms and Conditions and that each owner accepts responsibility and liability for the co-mingling and/or movement of funds between Concentration and Tier Accounts.
GLOSSARY

Access shall include (i) retrieval and/or storage or processing of your Data on the Bank System, (ii) retrieval or receipt of your Data by the Bank System, and (iii) physical access to the components of the Bank System.

ACH shall mean the automated clearinghouse.

ACH Entries(ry) means ACH Credit Entries and/or ACH Debit Entries.

ACH Operator means either the Federal Reserve ACH Operator or the EPN (Electronic Payments Network) private ACH Operator.

ACH Requirements means the Uniform Commercial Code, applicable state and federal laws and regulations, including the Electronic Fund Transfer Act and CFPB Regulation E, all applicable Federal Reserve Bank operating circulars, including Operating Circular No. 4, applicable Federal Reserve Bank procedures, and the Internal Revenue Code and Internal Revenue Service regulations (with respect to federal tax payments made through the ACH system) and including the ACH Rules.

ACH Rules means the current rules, regulations, operating procedures and guidelines of NACHA.

ACH Settlement Date means the “Settlement Date” as such term is defined in the ACH Rules.

ANSI X9.37 Standards refers to the Accredited Standards Committee X9 standards and technical guide Specifications for Electronic Exchange of Check and Image Data.

Authorized User means any person or entity you authorize to use any Service or to access any your accounts, or reasonably believed by Bank to have been authorized by you to use any Service or to access any of your accounts, including any person or entity to which you have provided or disclosed the Security Credentials or made available or disclosed any Security Procedures, or any person or entity knowing or in possession of the Security Credentials or Security Procedure without regard to whether such person or entity gained access to or possession of the Security Credentials or Security Procedure from you, and/or any person or entity expressly authorized to use any Service or access any of your accounts. Any Authorized User shall continue to be an Authorized User unless and until you have notified us, according to notification procedures prescribed by us, that such person or entity is no longer an Authorized User and until we have had a reasonable opportunity to act upon such notice.

Banking Day means Monday through Friday, excluding weekends and Federal holidays, even if we are open for business.

Beneficiary means the person to be paid on a Payment Transfer by the beneficiary’s bank.

Check Image means an electronic image of an original check (including a Substitute Check) and the accompanying MICR data information created by you in connection with the Service.

Check 21 means the Check Clearing for the 21st Century Act (12 U.S.C. 5001–5018) as it may be amended from time to time.

Equipment means hardware and software, including PCs, modems, phone lines, hardware in your possession, custody, or control, and any attachments necessary to perform the requested Service.

Issue Information means the information you provide to us regarding Items issued on your deposit account. Depending on the Service, Issue information may include (i) payee name(s) on the Item; (ii) Item serial number; (iii) dollar amount of the Item; and (iv) the Item issuance date.

Item(s) shall have the meaning given to it in Section 46 of this Booklet.

MICR data means Magnetic Ink Character Recognition information in compliance with various ANSI X9 standards covering MICR placement, quality and image replacement documents.
NACHA means the National Automated Clearinghouse Association.

Original Check means the paper check that you scan to create a check image.

Payer, when used in connection with our DirectPay Manager service, means the person or business entity making a payment to you via your DirectPay Manager online portal.

Protected Information refers to the non-public personal information, including financial information, of a natural person used to create, or contained within, an ACH Entry and any related ACH addenda record.

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

Reported Item List This term applies with respect to a Positive Pay Service and means a transmission from us which includes either: (i) all Items which have been presented but which do not “match” your Issue Information by serial number, payee name, and/or dollar amount of paper checks or drafts issued; or (ii) a “nil” report if all presented Items match the serial numbers, payee name, and dollar amount on your Issue Information or if no paper checks or drafts were presented for payment.

Same Day ACH Entry(ies) means an ACH Entry for which the Effective Entry Date is the same Banking Day as the date on which the Entry is Transmitted (as defined by the ACH Rules) by the ODFI to its ACH Operator (as defined by the ACH Rules) and is Transmitted by the ACH Operator’s deadline for same-day processing and settlement.

Sanctioned Country means any country or territory that is, or whose government is, the target of economic or trade sanctions under Sanctions Laws.

Sanctions Laws means any economic or restrictive measures enacted, administered or enforced by the United States of America, the United Nations Security Council, the European Union, and the French Republic or other relevant sanctions authority (collectively “Sanctions Authority”).

Sanctions Target means: (a) any individual or entity that is resident in, or organized under the laws of, a Sanctioned Country; (b) the government of any Sanctioned Country; (c) any individual or entity that is the target of sanctions by a Sanctions Authority; or (d) any entity that is 50% or more owned or controlled by individuals or entities that are the target of Sanctions.

Security Credential(s) means, without limitation, any code, user id, password, personal identification number (PIN), user identification technology, token, security key, authenticator, certificate, or other element or protocol, means, or method of authentication or identification used in connection with a security procedure.

Services means any cash management service which you obtain through us.

Software means the executable code version of a computer software product that is supplied to or licensed to you by or through us in connection with any Service (and shall include without limitation, all software supplied as part of any update, enhancement, patch, bug fix, maintenance release, customization, upgrade, or modification of that software).

Substitute Check or IRD (Image Replacement Document) means a copy of an original check, created from a check image, which is similar in size to an original check with a slightly reduced image of the front and back of the original check. Substitute Checks should meet ANSI X9.90 standards. The term Substitute Check shall have the meaning set forth in Check 21 and Regulation CC, as it may be amended from time to time.

System Administrator means the individual(s) designated by you to manage Service(s). The roles and responsibilities for a System Administrator differ for each Service. Please refer to the applicable User Materials for more details.

Third Party Sender is a type of third party service provider that originates ACH Entries on behalf of another organization in which we do not have an agreement with, and acts as an intermediary in transmitting those entries to us. Third Party Senders are subjected to additional rules and policies defined in the Third Party Sender Addendum.
**User Materials** means any set up forms, user manuals, reference cards or other product description materials, including online messages.

**Value Date** means the date on which a wire becomes available to the receiving bank.