

BUSINESS BANKING TREASURY MANAGEMENT TERMS AND CONDITIONS

These Business Banking Treasury Management Terms and Conditions (“**Terms and Conditions**”) set forth the terms and conditions of the treasury management services CalPrivate Bank (the “**Bank**”) makes available to an enrolled business as its customer (each such entity, a “**Customer**”) through the Bank’s online banking system (the “**System**”).

If Customer enrolls in online banking as a Basic Business customer by submitting a Business Online Banking Enrollment Form, these Terms and Conditions and Customer’s enrollment form are collectively referred to herein as the “**Agreement**.” If Customer has submitted a Treasury Management Business Application and Agreement which incorporates these terms and conditions by reference (the “**Application**”), the term “**Agreement**” includes these Terms and Conditions and the Application.

If the authorized individual who enters into the Agreement on behalf of Customer chooses to link accounts belonging to another individual or another entity to the Accounts of Customer, such individual also enters into the Agreement in the capacity of “**Client**.” Additionally, if an individual chooses to link their individual consumer accounts to those of Customer and to obtain or provide access to those consumer accounts in Customer’s profile in the System, that individual enters into the Agreement in their capacity as an individual customer of the Bank, and the Agreement will also apply to such person as an individual customer of the Bank (and such individual will also be referred to in the Agreement as “**Customer**”).

The System can be used to access only the Accounts of Customer and the Accounts, if any, that Client has designated for access by the System in the Application or subsequently requested by Client and approved by the Bank. By applying for or using any service described in or provided pursuant to the Agreement (each, a “**Service**”), Customer and Client agree to be bound by the Agreement. Client will only designate, for access by the System, accounts which Client is authorized to designate.

Customer acknowledges that Bank may, in its sole discretion, not offer certain Services to Customer, and that Customer may only use such Services as Bank makes available to it; provided, however, that if Bank makes additional Services available to Customer and Customer uses such Services, Customer shall automatically be bound by all applicable terms and conditions of the Agreement. Customer’s or Client’s use of any Service will be additional evidence of Customer’s or Client’s agreement to these terms.

1. Certain Definitions. The word “**Users**” means Customer’s employees, agents and representatives, as well as anyone else authorized by Customer or its Administrator and given access to Customer’s online banking profile through the System, whether or not that person is an employee of Customer. The word “**Accounts**” mean the deposit and loan accounts at the Bank in the name of the person or entity authorized by Bank to use the System pursuant to the terms of the Agreement, and any accounts at Bank in the name of authorized linked individuals (also referred to as the “**Joined Individual’s Accounts**”), and any accounts at Bank in the name of authorized linked entities (specifically also referred to as the “**Joined Entity’s Accounts**”). The word “**Passwords**” means passwords relating to the System assigned to or by Customer, any Administrator, and/or any User, and includes Touch ID, Face ID, and any other biometric authentication if such biometric authentication is enabled for the System or any Service. The term “**Funds Transfers**” means electronic transaction services that the Bank may from time to time make available to Customer through the System, including Automated Clearing House (“**ACH**”) transactions, wire transfers, preauthorized transactions, bill payments, and transfers to and from the Accounts using the System. The term “**Payment Order**” has the definition set forth in the California Commercial Code. The term “**Instruction**” means a payment or transfer

instruction, including a Payment Order, a request for a Funds Transfer, a request to cancel or amend a Funds Transfer or Payment Order, and any other request or instruction submitted to the Bank through the System (including a wire transfer Request, an ACH Entry, and a Positive Pay File). “**Business Day**” means Monday through Friday, excluding any day on which the Bank is closed for business. All terms and conditions regarding Customer’s use of the System or any Service shall apply to Administrators’ and Users’ use of the System or Service. The word “**including**” means including without limitation. The word “**Token**” means a one-time use numeric code generated using an electronic device with a downloaded Bank-designated application that will permit Users to provide authentication to effect transactions in connection with certain Services.

2. Consumer-Specific Terms and Conditions. Certain provisions of the Agreement apply only to consumer accounts, which are deposit or loan accounts established by an individual primarily for personal, family, or household purposes. These provisions can be found in the Consumer Online Banking Agreement included as an addendum hereto, which are incorporated by this reference as if fully set forth in this Section. To the extent of any inconsistency between the Consumer Online Banking Agreement and the remainder of the Agreement, the terms of the Consumer Online Banking Agreement will control.

3. Non-Consumer Accounts. If an Account is owned by an entity (business, organization, association, government, etc. which is not a natural person) or was established by a natural person in order to conduct transactions primarily for business, commercial, or agricultural purposes, then any electronic funds transfer will be considered an authorized use, and Customer’s liability for any transaction relating to that Account will be unlimited, regardless of the provisions within the Federal Electronic Fund Transfer Act, Regulation E, or any standardized literature or disclosures Bank may provide to Customer.

If Customer is a commercial entity, Customer represents and warrants that Customer will use the Services and the System solely for business purposes. Customer acknowledges that access to business accounts is not governed by the Federal Electronic Transfer Act and Regulation E. Customer represents and warrants that Customer is acting with full authority for the applying entity, and that Customer is duly authorized to execute the Agreement on behalf of the applying entity. Accepting the terms of this disclosure acknowledges receipt, understanding, and agreement to the information contained in the Agreement.

4. Access. To use the System, Customer must have at least one Account at the Bank, access to internet service, and an email address. The Agreement also applies if Customer is provided access to the System through a downloadable app for use on a mobile device or mobile telephone. Once Bank has received all required documentation, including a signed Application, and has verified the designated Account information, the Bank will send Customer, by secure email, confirmation of acceptance of enrollment, along with Customer’s assigned log-in ID and temporary Password, if Customer is approved. Access to the Account through the System will be based upon the identification of Users and authority levels specified by Customer in a completed Application or as subsequently established by an Administrator designated by Customer. Customer may add or delete any of the designated Accounts from the System by completing a new Application or making a request to the Bank. Bank undertakes no obligation to monitor transactions effected by Customer and Customer’s Users through the System to determine that such transactions are made and authorized by Customer. Customer agrees that it may be required to execute certain other documents or agreements to effect certain types of Funds Transfers utilizing the System and agrees to execute the same as necessary.

5. Services. Depending upon the Services selected by Customer and authorized by Bank, Customer can use the System to check the balance of Accounts, view Account histories, transfer funds between Accounts, make stop payment requests, view checks, deposit checks, pay bills, transmit wire transfer Instructions, and initiate ACH debits and credits in the amounts and on the dates requested. Customer acknowledges that not all Services described herein will be made available to Customer. The availability of the Services is subject to rules of

operation set from time to time by Bank, including posting, balance, and Account activity. Bank has the right to offer the Services, or associated equipment or software, through an affiliate or unrelated third party. Bank's ability to provide certain types of Services is dependent upon its ability to obtain or provide access to third party vendors and networks. In addition to and not in limitation of any right of Bank to cancel Customer's access to the Services, if any third-party service provider is unavailable or the Bank determines, in its discretion, that it cannot continue providing any third-party network access, Bank may discontinue the related service or may provide the service through an alternate third party, and Bank will have no liability for the unavailability of access. Bank will not be responsible for any Services received from third party vendors. In order to provide the Services through an affiliate or third party, Bank is authorized to disclose information about Accounts and the Services to the affiliate or third party who provides the service. Customer agrees to familiarize itself, and to ensure familiarity by all of its Users, with all user guides, operational rules, and policies established from time to time by Bank regarding the Services and agrees that it and all of its Users will comply with such rules and policies when utilizing the System. Customer acknowledges and agrees that there may be delays in the posting of off-System transactional activity on the System from certain Accounts, and Customer shall familiarize itself with, and ensure familiarity by all of its Users with, Bank's procedures for updating Account information as shown on the System.

6. Hours of Access. Customer may use the System 7 days a week, 24 hours a day, although some or all Services may not be available during non-business hours or as a result of emergency or scheduled System maintenance. Bank shall provide commercially reasonable notice to Customer on the System website of any non-emergency extended periods of non-availability for the System or the Services.

7. Security, Security Procedures, and Administrator(s). Customer may appoint one or more individuals with full access to the Accounts at Bank designated for use with the System and with the authority to determine who will be authorized to use the Services on Customer's behalf (each, an "**Administrator**"). Administrators can establish separate Passwords for Customer and each User, as well as limits on each User's authority to access information and conduct transactions. Customer assumes sole responsibility for the actions of its Administrators, the authority they give others to act on Customer's behalf, and the actions of the persons designated by the Administrator to use the Services. Bank undertakes no obligation to monitor changes to the authority given to Users by Administrators to determine that such changes are made and authorized by Customer.

Bank therefore recommends that Customer only appoint Administrators on whom it has conducted a thorough background check and who are covered by a fidelity bond, and that its Administrators only designate Users on whom Customer has conducted a thorough background check and who are covered by a fidelity bond. If Customer and/or its Administrators do not do so, and if Customer and/or its Administrators designate Users who are not employees of Customer, this is done at Customer's own risk and peril.

Customer and Client understand and agree that any Administrator may assign additional access, rights, and transaction authority to persons not otherwise authorized to sign and conduct transactions on one or more Accounts set up on the Service. Such an assignment will result in change in transaction authority on each such Account with respect to transactions effected through the System. Transactions initiated in accordance with Bank's requirements for accessing a Service via login to the System using Passwords are deemed authorized notwithstanding the signing authority otherwise stated in the Account Agreements or on the applicable signature card. Customer or Client is responsible to control and monitor its Administrator and to ensure that Customer's Passwords and any other security items are known only to and used only by the person or persons Customer intends to be properly authorized to access and use a Service. **FAILURE TO PROTECT PASSWORDS AND ANY OTHER SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PARTY ACCESS TO THE**

ACCOUNTS AND ACCOUNT INFORMATION AND ENABLE THAT PARTY TO CONDUCT TRANSACTIONS ON THE ACCOUNTS. CUSTOMER AND CLIENT ASSUME THE RISK OF UNAUTHORIZED USE OF PASSWORDS AND ANY OTHER SECURITY ITEMS. CUSTOMER AND CLIENT ARE RESPONSIBLE FOR THE ACTS OF EACH USER AND ADMINISTRATOR AND CUSTOMER AND CLIENT ASSUME THE RISK OF LOSS FOR ALL SUCH ACTS. If an

Administrator designates an Account that requires more than one signature for the withdrawal or transfer of funds, Customer agrees that Bank may act upon any request or instruction given using the System as accessed via login using a Password. Note: This may mean that Bank will act upon the Instruction of only ONE person even though the signature card for the Account in question requires two or more signatures on checks. As long as an Instruction is given using the System as accessed via login using a Password, the transaction will be deemed authorized by Customer.

For security purposes, Customer shall be required to change its temporary Password provided by Bank upon Customer's initial login to the System. Customer acknowledges and agrees that: (a) Bank shall have no access to Customer's Passwords; (b) Customer shall be solely responsible to determine what Passwords will be used by Users; and (c) the identification of such Passwords selected by Customer shall not be communicated to Bank. Customer agrees that the Bank shall be authorized to perform the Services upon receipt and verification by the System of the Customer's Passwords, and that Bank is authorized to act on Instructions received upon receipt and verification by the System of the Customer's Passwords. Customer shall be solely responsible for the confidentiality and security of its Passwords and acknowledges that it is strictly and solely responsible to establish and maintain commercially reasonable security procedures to safeguard against unauthorized transmission of Instructions to Bank, and Customer agrees to change its Passwords regularly. Upon three unsuccessful attempts to use a Customer Password, Customer's access to the System will be disabled, and further access to the System shall be permitted only upon compliance with established procedures by the Bank, including the issuance of new Passwords.

Customer acknowledges the importance of its role in preventing misuse of the Accounts through the System and agrees to promptly examine all Account statements for accuracy immediately upon receipt. Customer agrees to protect the confidentiality of its Accounts, Account numbers, and personal identification information. Customer acknowledges that certain personal identification information by itself, or together with information related to the Accounts, may allow unauthorized access to such Accounts. While data transferred via the System is encrypted in an effort to provide transmission security, Customer acknowledges that the internet is inherently unsecure and that all data transfers, including the Services, occur openly on the internet and can potentially be monitored and read by others. The Bank specifically does not warrant that data transfers utilizing the System, or email transmitted to and from the Bank, will not be monitored or read by others.

If Touch ID, Face ID, or any other biometric authentication is enabled for the System or any Service for any User, fingerprints or any other biometric identifying information stored on the User's device (such as an iPhone) can be used to log on to the System. To prevent unintended access, Customer should only enable biometric authentication if authorized Users are the only persons who can access their devices using biometric authentication. Users must not allow anyone else's fingerprints or other biometric identifying information to access their mobile device, and, if they do, Customer will be responsible for any money withdrawn or transferred from Customer's Accounts by someone using such a device. Customer agrees that Customer's mobile devices will be locked if left unattended and that Customer will download mobile security software updates when available.

Customer agrees to change all Passwords as and when required by the System or otherwise by Bank, and to change Passwords whenever anyone who has had access to Customer's Passwords is no longer employed or

authorized by Customer to use the Services. Bank may require Customer to change its Passwords at any time. Bank may deny access to the Services without prior notice if the Bank is unable to confirm to its satisfaction any person's authority to access the Services or if the Bank believes such action is necessary for security reasons.

Each time Customer, or any User, makes a Funds Transfer or payment with a Service, Customer warrants that Bank's security procedures are commercially reasonable considering Customer's wishes expressed to Bank, Customer's circumstances known to Bank (including the size, type, and frequency of Payment Orders Customer normally issues to Bank), any alternative security procedures offered to Customer, and security procedures in general use by customers and banks similarly situated. Customer agrees the security procedures provide an appropriate level of security for the Instructions Customer contemplates issuing. Customer expressly represents it has not withheld any information or circumstances from Bank which would indicate that different security procedures are appropriate for the Agreement.

Some Services allow Customer or Administrators to set transaction limitations and establish internal controls. Customer's failure to set such limitations or implement such controls increases Customer's exposure to, and responsibility for, unauthorized transactions. Customer agrees to be bound by any Funds Transfer or Payment Order Bank receives through the Services, even if the order is not authorized by Customer if it was accessed with Customer's Passwords or is otherwise processed by Bank in accordance with the security procedures.

If a Funds Transfer or Payment Order received by Bank was in fact transmitted or authorized by Customer, Customer is bound by such Instruction whether or not Bank complied with the security procedures with respect to that Instruction, and whether or not an error in the Instruction would have been detected if Bank had complied with such procedure.

8. Computer and Software. Customer is responsible for the installation, maintenance, and operation of its computer and browser software and that of its Users. Customer is required to keep its virus protection, malware, and other standard system protection, and that of its Users, current. Customer assumes all risk of error, failure, incompatibility, and non-performance, including the risk that Customer and its Users do not operate Customer's or User's computer or software properly. Bank assumes no responsibility for defects or incompatibility of any computers or software that Customer uses in connection with the Services, even if Bank has previously approved their use. Bank is not responsible for any errors or failures from any malfunction of the computer or software of Customer or any User. Bank has no liability to Customer or any User for any damage or other loss, direct or consequential, which it or they may suffer or incur by reason of Customer's or User's use of Customer's or User's computer or software. **BANK MAKES NO WARRANTY TO CUSTOMER REGARDING THE COMPUTER OR SOFTWARE OF CUSTOMER OR ANY USER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. Fees and Charges. Customer agrees to pay all applicable fees and charges related to the Services. Customer agrees that all such fees and charges may be deducted at statement cycle from a deposit Account of Customer designated on Customer's Application (the "**Primary Checking Account**"). If Customer closes its Primary Checking Account, Bank may deduct all fees and charges from any other Account (whether or not such Account is designated in the Application for use with the System) until Customer designates another Account as its Primary Checking Account; provided, however, that a linked individual consumer Account will not be charged such fees. Customer agrees to pay any additional charges for services that Customer uses or requests that are not covered by the Agreement. Customer acknowledges that it shall be separately responsible for telephone and internet service fees and data processing charges payable to third parties incurred by Customer in connection with Customer's use of the System. In addition to the Service fees, Customer agrees to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the Services, the

Agreement, or the software or equipment made available to Customer (excluding any income tax payable by the Bank).

10. Accounts. Customer's Application may list certain Accounts that Client is authorized to and wishes to access with the Services. Client elects at Client's own risk and at the risk of each owner of each Account, but expressly not at the risk of Bank, to use a common log-in for accessing all linked Accounts. Client will be required to designate certain Accounts for specific purposes in connection with some of the Services. If Client links more than one checking Account to Bank's ACH Services, for example, Client will need to specify the Account from which the transfers should be made. With the exception of Joined Individual's Accounts and Joined Entity's Accounts, Customer and Client represent and warrant that the Accounts are owned entirely by Customer and/or Client. Customer and Client warrant that with respect to Joined Entity's Accounts and Joined Individual's Accounts, each such entity or individual has authorized Client to access its Accounts through the Services in the same manner as Client's own Accounts and that Client is authorized to incur fees and charges in connection with the use of the System and Services.

a. Joint and Several Authority to Combine Funds and Account Access. 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 such party agrees that there is no expectation of privacy between the individuals and entities that have joined and/or participated in the Services. Each party that participates in one or more Services hereby represents and warrants to Bank 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(s) of each Account, and that each party has obtained and shall maintain in its regular business records and make available to Bank 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 with Bank effecting each transfer and comingling of funds. Client agrees to notify Bank immediately in writing of any change to Client's authorization and to cease use of the Services until Bank has a reasonable opportunity to act on such notice.

b. Notice Regarding Linking Accounts. Before deciding to link Accounts with non-identical ownership, Customer and Client should be aware of the following. Part of the reason that a business entity such as a corporation or a limited liability company is formed is to shelter the owner(s) from liability associated with the company's activities. Lawyers advise that maintaining these liability protections requires the maintenance of corporate formalities and keeping distinctions between entities. In other words, simply forming a business entity will not automatically insulate the owners from personal liability from the debts and liabilities of the business. The owners must also maintain and respect each entity's separate existence. If there is excessive comingling of funds between an individual and a company or between two companies and other corporate formalities are ignored, a court can find that one company is the "alter ego" of the other or the individual is the "alter ego" of the company he or she owns. Under the alter ego doctrine, the assets of one business or individual might be considered available to satisfy the debts of the other. Although many factors can contribute to a finding of alter ego liability, the mixing of funds is perhaps the most important factor. For this reason, the best business practice is to only link the Accounts of a single company. If the Accounts of multiple companies or individuals and companies are linked, careful records should be maintained for all transfers along with documentation which explains any transfers. It is also a good idea to get legal advice regarding the impact of transfers between entities or between individuals and entities. As a general rule, if a cash management transfer between two entities represents a loan from one entity to the other; this transaction should be supported by loan documents

expressing the reason for the loan and repayment terms. If a transaction between an entity and an owner represents a profit distribution or an additional investment, the transfer should be properly documented. Of course, questions regarding documentation of distributions and investments should be directed to an attorney. So long as Customer and Client have entered into the Agreement, the Bank will not restrict transfers if Client decides to link the Accounts of several entities.

11. Information Processing and Reporting. Bank offers certain Services that require Bank to receive, process, and report information involving the Accounts and transactions. Bank will not be responsible for determining the accuracy, timeliness, or completeness of any information that Customer or others provide to Bank. Bank will not have a duty to interpret the content of any data transmitted to Bank, except to the limited extent set forth in the Agreement. Unless otherwise agreed in writing, Bank will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information Bank receives from Customer, any Users, or third parties.

a. Information Customer Provides to Bank. Customer assumes the sole responsibility for providing Bank with complete and accurate information in the form and format that Bank requires (e.g., in connection with ACH or wire transfers). Bank is not responsible for confirming such information, or for monitoring or refusing to process duplicate Instructions by Customer, any Users, or any other agents, representatives, or employees. For example, if Customer gives Bank a payment Instruction that is incorrect in any way, Customer agrees that Bank may charge the designated Account for the payment whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Customer's or any User's Instructions.

b. Customer's Instructions. Customer, and any User, must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in Funds Transfer and payment Instructions. If Customer or any User describes any beneficiary or institution inconsistently by name and number, Bank may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution. Customer agrees to supply Bank, upon demand, with any other information that Bank may reasonably request, including money amounts, Accounts to be affected, date of transfers, supplemental Instructions, and further evidence of any User's authority to transfer funds or to do any other act contemplated under the Agreement. Customer represents and warrants that all transactions contemplated by the Agreement will not be in violation of state or federal law and that all formalities will be followed with respect to each transfer of funds, including proper authorization of individual transactions and any record keeping requirements with respect to the transactions.

c. Customer's Duty to Review. Customer acknowledges that it is not possible for the Services to be totally free from operator, programming, or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, Customer agrees to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, Bank's sole responsibility for any reporting errors caused by Bank will be to reprocess the information for the period in question and to provide corrected reports at Bank's own expense. Customer agrees to maintain adequate backup files of the data that Customer or any User submits for a reasonable period of time in order to facilitate any needed reconstruction of Customer's transactions. If Bank is unable to provide a Service for any reason, Bank will promptly inform Customer of the problem and will take reasonable steps to resume processing.

12. Amending/Canceling a Transaction. Unless the Agreement or Customer's user guide for the Service provides otherwise, Customer does not have a right to cancel or amend an Instruction (e.g., an ACH payment or wire transfer Instruction) once Bank has received it. If Bank attempts to reverse a transaction at Customer's

request, Bank assumes no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction Customer wishes to stop.

13. Bank's Rejection of Transactions. Bank may refuse any Funds Transfer, Payment Order, or Instruction without cause or prior notice. All specific examples of Bank's right to refuse described herein are by way of illustration and not by way of limitation of the right set forth in this Section.

14. Notice of Returned Payments or Transfers. Bank may notify Customer electronically, in writing, by telephone, or otherwise if any Funds Transfer is rejected or returned (e.g., by the ACH) for any reason. Bank will not be obligated to credit an Account with any interest unless the return is caused by Bank's failure to properly execute Customer's Instruction.

15. Unauthorized Transactions. Bank may process any Instruction (including an amendment or cancellation Instruction) that Bank believes is transmitted or authorized by Customer if Bank acts in compliance with the security procedures Customer and Bank have agreed upon for the Service. The Instructions will be deemed effective as if made by Customer, and Customer will be obligated to pay Bank in the amount of such transactions, even though they are not transmitted or authorized by Customer. Bank may elect to verify the authenticity or content of any Instruction by placing a call to any authorized signer on an Account or any other person designated by Customer for that purpose, but Bank is not required to do so. If Bank is unable to verify an Instruction to its satisfaction, or if Bank believes in good faith that such Instruction violates a federal, state, or local law, regulation, or court Instruction, Bank may reject the Instruction.

16. Transaction Limits and Safeguards. Customer agrees not to exceed the Service transaction limits Bank establishes from time to time for Accounts (e.g., in connection with ACH Transactions). Customer agrees that it will not allow anyone, including any non-employee User, to initiate Instructions, or to use any Service, on its behalf without proper supervision and adequate safeguards, and that Customer will review pending Instructions prior to their submission to Bank to ensure that they are complete, accurate, and properly authorized.

17. Email.

a. Use of System Email. Customer must not use the System's email function for communication that is time sensitive, such as placing Stop Payment orders, making fund transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on an Account. Customer agrees that the Bank may take a reasonable period of time to act on any message.

b. Public Email Not Secure. Public Email transmissions are not secure. Bank recommends that Customer not send Bank, or ask Bank for, sensitive information via any general or public email system. Customer agrees that Bank may take a reasonable period of time to act on any message.

c. Response by Email. Customer agrees that Bank may respond to Customer by email regarding any non-confidential matter related to the Services or secure email for sensitive data. Any such message Bank sends to Customer shall be considered received within 24 hours of the time sent, regardless of whether Customer checks email messages within that time frame.

18. Cut-Off Hours. Certain Services are subject to processing cut-off hours. All times are in Pacific Time:

Positive Pay Exception Cut-Off	12:00 PM
Bill Pay Cut-Off	1:00 PM
ACH Transactions Cut-Off	3:00 PM
Same-Day ACH Cut-Off	9:00 AM; 11:00 AM
Mobile Deposit Cut-Off	5:00 PM
Remote Deposit Cut-Off	5:00 PM
Internal Transfer Cut-Off	6:30 PM
Positive Pay File Cut-Off	6:30 PM
Stop Payment Cut-Off	6:30 PM

19. Limitation of Liability. Except as otherwise expressly stated in the Agreement or required by a provision of law which displaces the Agreement:

Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with the Agreement and Bank will be liable to Customer only for damages arising directly from the Bank's intentional misconduct or gross negligence in the performance of the Services.

Bank will not be responsible for any loss, delay, cost, or liability which arises, directly or indirectly, in whole or in part, from: (i) Customer's, any Administrator's, or any User's acts or omissions, or those of third parties that are not within Bank's immediate and reasonable control (including a provider of a network necessary to provide a Service); (ii) Customer's, any Administrator's, or any User's negligence or breach of any agreement with Bank; (iii) any ambiguity, inaccuracy, untimeliness, or omission in any Instruction or information provided to Bank; (iv) any error, failure, or delay in the transmission or delivery of data, records, or items due to a breakdown in any computer or communications facility; (v) Bank's reasonable belief that compliance with an Instruction would result in Bank's having violated any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other governmental regulatory authority or self-regulating body such as Nacha; (vi) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (vii) causes beyond Bank's reasonable control; (viii) the application of any government or funds-transfer system rule, guideline, policy, or regulation; (ix) the lack of available funds in an Account to complete a transaction; (x) Bank's inability to confirm to its satisfaction the authority of any person to act on Customer's behalf; or (xi) Customer's, any Administrator's, or any User's failure to follow any applicable software manufacturer's recommendations or Bank's or any third party vendor's Service Instructions. There may be other exceptions to Bank's liability, as stated in Customer's Account Agreements or other agreements with Bank.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, OR INDIRECT LOSSES OR DAMAGES WHICH THE OTHER PARTY INCURS OR SUFFERS BY REASON OF THE AGREEMENT OR THE SERVICES PROVIDED UNDER THE AGREEMENT. THIS LIMITATION SHALL APPLY WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES WAS KNOWN BY EITHER PARTY.

Bank's liability and Customer's remedy for actual costs and losses resulting from Bank's acts and omissions, whether the claim is in contract or tort, will not exceed the monthly charge for the Service(s) in question for the six months immediately preceding the cost or loss. Any claim, action, or proceeding by Customer to enforce the terms of the Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action, or proceeding first occurs. Customer agrees to cooperate with Bank in any loss recovery efforts Bank undertakes to reduce any loss or liability that arises in connection with the Services. Customer acknowledges that Service fees have been established in contemplation of: these

limitations on Bank's liability; Customer's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; and Customer's agreement to assist Bank in any loss recovery effort.

20. Indemnification. Customer and Client agree to indemnify, defend, and hold Bank, its parent company, affiliates, subsidiaries, vendors, and their respective owners, directors, officers, employees, and agents harmless from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of: (a) Bank's acts or omissions in accordance with or in reliance upon Customer's, Client's, or any Administrator's, or User's instructions, notices, information, or data provided to Bank, or its acts or omissions in accordance with the terms of this Agreement; (b) Customer's or Client's use, misuse, errors in use of, or inability to use the Services; (c) any violation by Customer or Client of the terms of the Agreement or Customer's or Client's breach of any representation or warranty contained in this Agreement; (d) the negligence or willful misconduct (whether by act or omission) of Customer or Client or any of their agents; (e) Customer's or Client's failure to comply with applicable state and federal laws and regulations or with applicable rules or guidelines of any governmental or non-governmental authority; (f) unauthorized actions initiated or caused by Customer, Client, Customer's or Client's employees or other agents, or any other person using a Password or Token; (g) any act of, delay by, omission of, or failure to perform by any third party (including other financial institutions); (h) allegations that Client, Customer, Administrators, Users, their employees, and/or their agents acted without the authorization or beyond the authorization of another individual or entity; (i) Customer's or Client's alleged breach of any understanding or agreement with any other individual or entity; (j) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, or files, or otherwise in connection with the Services; or (k) the violation of any rights of a third party by Customer, Client, or any Administrators, Users, or other agents. Nothing in the Agreement will be deemed to relieve Customer of any liability, duty, or obligation which may be imposed upon it by any applicable law or regulation. This Section will survive the termination of this Agreement.

21. Statements and Notices. In the event of a conflict between this Section and the terms of any separate disclosures made to Customer at account opening or otherwise, the terms of the disclosures will control to the extent of the conflict. Information on transfers to or from the Accounts will be reflected on the periodic statements and will be available online. Bank is not required to provide Customer with any other notice of the receipt, transmittal, or debiting of transfers, ACH Entries, wire transfers, or bill payments. Customer agrees to notify Bank immediately if Customer discovers: (a) any error or discrepancy between Customer's records and the information the Bank provides to Customer about its Accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any Account; (c) a breach in the confidentiality of the Passwords; or (d) other problems related to the Services. Unless another timeframe is specifically provided for in the Agreement (such as for electronic Funds Transfers to and from Joined Individual's Accounts), Customer must send Bank a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date Customer first discovers the problem or receives information reflecting the problem, whichever occurs first). If Customer fails to notify Bank within 15 days, Customer agrees that, in addition to any other limitations on Bank's liability: (a) in the case of an erroneous Funds Transfer, Customer will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from Customer's failure to give Bank such notice or that might have been prevented by Customer giving Bank such notice; and (b) in the case of an unauthorized Funds Transfer, Bank will not be liable for any loss of interest that results from Customer's failure to give Bank such notice or which might have been prevented by Customer giving Bank such notice.

a. Consent to Receive eStatements and Other Electronic Documents. The following is important information concerning Customer's request and consent to access Electronic Documents for Customer's Accounts.

(i) Consent to Receive Customer Notices and Other Electronic Documents. The term "**Customer Notice**" means any notice, record, or other type of information that is provided to Customer in connection with the System or Customer's use of the Services, such as those included in any Electronic Fund Transfer Agreement(s) and Disclosures, other Account disclosures, change-in-terms notices, privacy disclosures for consumers, fee schedules, transaction notices and alerts, Account status notices, service messages, and any other type of notice. The term "**Electronic Documents**" means eStatements, Customer Notices, and all other electronic documents and information which may be made available to Customer electronically. By using the System or any Service, Customer consents to and agrees to accept an electronic delivery method for such Electronic Documents and agree that future U.S. postal delivery will be discontinued, unless requested otherwise. Other communications, non-deposit Account statements, and/or bank notices required by law may be sent via U.S. postal delivery. Statements and/or notices prior to Customer's eStatement enrollment will be available online for up to 13 months prior to enrollment date.

(ii) Email Notification and Electronic Documents. With Electronic Documents, Bank will notify Customer by email when Customer's Account statement or notice is ready for viewing. Generally, the email notification is sent out within one day after the Electronic Document is produced. The email notification will contain a link for Customer to access Bank's System where, after Customer logs in, Customer will find Customer's electronic Account statement ("**eStatement**") under the "eStatements" section for Electronic Documents or Customer's notice under the "Notices" section for Electronic Documents. From the time Customer enrolls, Bank will maintain at the same link Customer's most recent statements as follows: (a) for monthly statements, the 24 most recent statements; and (b) for quarterly statements, the 24 most recent statements. Document images are available online for a minimum of 3 months from the current Business Day. From the time Customer enrolls, Bank will maintain at the same link Customer's notices for the most recent 13 months. To view or save Customer's Electronic Document(s), Adobe® Reader® must be installed on Customer's computer.

(iii) Electronic Formats and Access. In order to receive the email notification that Customer's Electronic Document is ready, Customer will need access to a computer that allows Customer to receive email and an Account with an email service provider compatible with Customer's email software. It is Customer's responsibility to ensure that the email address Customer provides to Bank is accurate. In order to access Electronic Documents, Customer will need to log in to the System. For viewing, printing, storing, or downloading Customer's Electronic Documents, Customer's Electronic Document(s) are available in PDF format. To access the PDF format, Customer will need Adobe® Reader® and a browser that can print PDF documents.

(iv) Security Information. Customer will be able to access Customer's Electronic Documents after secure login to the System. If Customer grants access to others as Users and gives them access to Electronic Documents, they will have access to ALL Electronic Documents, regardless of any specific Account access limitations Customer may have created for that User. This means they may be able to view Electronic Documents for Accounts that may otherwise not be viewable or authorized in the System. Customer and all Users agree to: (a) not release Customer's Password or make it available to others; (b) notify Bank immediately if Customer's Password has been lost or stolen; and (c) be accountable for the authorized and/or unauthorized use of Passwords. If Customer allows any other person to use Customer's Password, Customer will have authorized that person to access Customer's statement information. Contact Bank immediately if Customer's

Password or User ID has been lost or stolen. Customer may not use email to report illegal use of Customer's Password.

Bank will maintain Customer's Electronic Documents behind the security "firewall" on Bank's website. This provides the same security for Customer's Electronic Documents that protects all of Customer's Account information on the Internet. Bank will notify Customer that Customer's Electronic Documents are ready through unencrypted email, which will only include a portion of Customer's Account number. Be aware that if Customer elects to provide a work email address, Customer's employer or other employees may have access to Customer's email. Bank may email Customer a letter confirming Customer's enrollment in Electronic Documents.

Customer's Internet connection is not within our security control. Customer understands and agrees that the connection or use of the Internet that Customer chose may not be secure and may provide opportunity for unauthorized access by a third party to Customer's computer system or any information stored therein.

(v) Email Address Changes or Unsuccessful Email Notification Deliveries. Customer may change Customer's email address either using the System or by contacting Bank by phone number or in writing at the address given in the Agreement. Depending on Customer's Email Service Provider, undeliverable emails may or may not be returned to Bank. Bank will make an attempt to re-send, up to 5 times, any undeliverable emails of which Bank becomes aware.

(vi) Effect of Customer's Consent and Any Future Withdrawal of Consent. Even if Customer enrolls in Electronic Documents, Customer may still continue to receive a paper statement or notice. Customer may withdraw Customer's consent to receive Electronic Documents at any time by contacting Bank at the phone number or by using the System.

(vii) Unavailability and Interruption of Access. Customer understands and agrees that from time to time, Electronic Documents may be unavailable, or the Internet may suffer an interruption of access due to fault of the System or conditions beyond Bank's control. In these events, Customer agrees to access Customer's statements and/or notices by alternate means. Please contact Bank for assistance.

(viii) Customer's Consent. By accepting the Agreement, Customer acknowledges and demonstrates that Customer can access the email notifications informing Customer that Customer's Electronic Document(s) are ready, and that Customer can access the Electronic Documents in PDF format as described above. Customer understands that Customer should contact Bank to report any problems with Customer's Electronic Documents. If Customer would prefer to continue to receive paper statements and/or notices alone, simply click "Disagree." Customer agrees that Customer has read and understands the above information, and consents to delivery of the Electronic Document email notifications to the email address that Customer has provided during this enrollment process. Customer understands that Customer's statements and/or notices will be available to Customer on the System after Customer logs in to Customer's Account.

22. Customer Records. The Agreement and the Services are not intended to relieve Customer of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting, and review practices as are customarily followed by similar businesses. Customer agrees to retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file, or entry for not less than 14 Business Days following receipt by Bank of the deposit, file, entry, transmission, or other order affecting an Account.

23. Termination. Customer may cancel any or all of the Services at any time by providing Bank with written notice. Except as specifically provided herein, Customer's access to the System, or the requested Service, will be disabled within five Business Days of Bank's receipt of Customer's Instructions to cancel the Service. Customer agrees, however, that Customer shall remain responsible for all outstanding fees and charges incurred prior to the date of cancellation, as well as all Funds Transfers, Payment Orders, Instructions, and Services effected by Customer or any User, and any other obligation that arises prior to the effective date of the termination, as well as any fixed payment made by Bank on Customer's behalf before Bank has a reasonable opportunity to act on Customer's termination notice.

Bank may terminate or limit access to the System or the Services without prior notice for any reason, including if: (a) Customer has insufficient funds in any one of its Accounts accessible by the System; (b) the confidentiality of a Customer Password is compromised; (c) Bank believes that an unauthorized transaction has taken place, or may take place, involving any of the Accounts or the Services; (d) Customer does not contact Bank to designate a new Primary Checking Account immediately after Customer closes its Primary Checking Account; (e) Customer becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (f) Customer materially breaches the Agreement; and (g) Bank believes that such termination or limitation may prevent fraud, money laundering, violations of law, or imminent loss. Bank may, upon reasonable notice, terminate or limit access to the System or the Services for any other reason, or for no reason, in the Bank's sole discretion. Additionally, Bank reserves the right to cancel the Services immediately if there is no log-in to the Services for more than six consecutive months. Bank may, with or without notice, in Bank's sole discretion, reinstate any such access or remove any such limitations.

24. Notices. Unless the Agreement provides otherwise (i.e. that notice must be in writing), Customer may communicate with the Bank in any one of the following ways:

Email: treasurymanagement@calprivate.bank

Telephone: (844) 282-7372

Facsimile: (833) 398-6295

In Person or Postal Mail:

CalPrivate Bank

Attn: Treasury Management

9404 Genesee Avenue, Suite 100

La Jolla, CA 92037

The numbers and addresses noted above may be changed by Bank by notifying Customer of the changed address. A notice that must be provided in writing shall be delivered in person or by express carrier, sent by facsimile, or sent by United States registered or certified mail and is deemed given when received. Customer agrees that any notice or other type of communication provided pursuant to the terms of the Agreement, and any future disclosures required by law, including Electronic Funds Transfer Disclosures, may be made electronically by posting the notice on the System website or by email and shall be deemed given when sent or posted. Customer agrees to notify Bank immediately of any change in its email address. Customer will hold Bank harmless from any consequences, including financial losses, resulting from Customer's failure to notify Bank of the change in Customer's mailing or email address. Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or Instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

25. Online Bill Payment Service. This Service allows Customer to make payments to others (the "**Bill Pay Service**"). Customer may use the Bill Pay Service to direct Bank to make payments from designated checking

accounts to a payee. As used in this Section, the word “**Payee**” means any individual, business, or merchant Customer designates as the recipient of a payment, including financial institutions. After the Customer self-enrolls online for Bill Pay Service, Bank may take one to three Business Days to set up Customer’s Bill Pay Service profile.

a. How to Set Up Payees and Payments. After Bank has created Customer’s Bill Pay Service profile, Customer may access the Bill Pay Service by clicking “Bill Pay” under the “Transfer Money” menu in the System. Customer may add new authorized Payees under the “Payees” dropdown menu. A newly added Payee may not be available until it has been verified and accepted by the Bank. A new Payee added by a User other than an Administrator may require verification by an Administrator using a security code. Bank reserves the right to refuse the addition of a Payee for any reason.

The following types of payments may not be processed through the Bill Pay Service: (i) payments to Payees/merchants not located in the United States; (ii) payments to tax authorities or government or collection agencies; (iii) payments to security/investment companies (e.g. Ameritrade) for stock purchases, or trade taxing authorities; and (iv) payments to court-directed Payees such as alimony, child support, or other legal debts. Bank will not be responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by Customer regarding a Payee or if the payment is rejected or reversed for cause (see below) or if attempting to pay a Payee that is not on Customer’s authorized Payee list.

b. The Bill Paying Process.

(i) Single Payments. Any payments will be processed on the Business Day that Customer designates as the payment’s processing date, provided the payment is submitted prior to the **Bill Pay Cut-Off** set forth in Section 18 on that date. A single payment submitted after the cut-off time on the designated processing date will be processed on the following Business Day. If Customer designates a non-Business Day as the payment’s processing date, the payment will be processed on the first Business Day following the designated processing date. Bank reserves the right to change the cut-off time as necessary and to provide notice to Customer of the change.

(ii) Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the System. Based upon Customer’s selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-Business Day, it is adjusted based upon the following rules: (a) if the recurring payment’s “Pay Before” option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day prior to the calculated processing date; and (b) if the recurring payment’s “Pay After” option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day after the calculated processing date. **NOTE:** If Customer’s frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in a particular month, then the last calendar day of that month is used as the calculated processing date.

Electronic payments will occur in two to four Business Days. For payments made by check, depending on where the Payee resides, to reach the Payee, Customer must allow at least four to eight days, prior to the due date as delivery will depend on U.S. Mail. Any bill payment can be changed or canceled, provided Customer accesses the Bill Pay Service prior to the cut-off time on the Business Day prior to the Business Day the bill payment is going to be initiated.

c. Rejection or Reversal of Payments. Customer agrees to have available and collected funds on deposit in the Account Customer designates in amounts sufficient to pay for all bill payments requested, as well

as any other payment obligations Customer has to Bank. Bank reserves the right to, without liability, reject or reverse a bill payment if Customer fails to comply with this requirement. If Customer does not have sufficient funds in the Account and Bank has not exercised its right to reverse or reject a bill payment, Customer agrees to pay for such payment obligations on demand. Customer further agrees that Bank, at its option, may charge any of the Accounts with Bank to cover such obligations and resulting fees such as an overdraft fee.

d. Liability; Limitation of Liability. Customer is liable for all transactions it or its authorized representatives make even if that person exceeds his or her authority. If Customer wants to terminate Customer's main access authority, Customer must notify Bank. If Customer wishes to terminate any additional access devices Customer has established, Customer must remove or change them. Customer will be responsible for any bill payment request containing errors or a duplicate request. In addition to, and not limitation of, the limitation of liability provided in Section 19 and limitations elsewhere in the Agreement, Bank is not responsible for a bill payment that is not made if Customer did not properly follow the Instructions for making such a bill payment. Bank is not liable for any failure to make a bill payment if Customer fails to promptly notify Bank after Customer learns that it did not receive credit from a payee for a bill payment. Bank is not responsible for Customer's acts or omissions, or those of any other authorized person, including any related transmission or communication. No such party shall be deemed to be Bank's agent. Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with the Agreement or the Bill Pay Service. Bank is not liable for any act, failure to act, or delay in acting if it is caused, in whole or in part, by any cause beyond Bank's reasonable control. Bank is not responsible for any fixed payment made before Bank has a reasonable opportunity to act on Customer's termination notice. Therefore, Customer remains obligated for any payments made by Bank on Customer's behalf.

26. Automated Clearing House (ACH) Service. If Customer is enrolled in or uses the ACH Service whereby Customer initiates credit and debit Entries through Bank for deposit and transfer of funds to and from the accounts of other parties maintained at Bank and other participating institutions (the "**ACH Service**" as further described in this Section), the terms and conditions of this Section apply.

a. Rules, Laws, and Regulations; Additional Definitions. Customer will comply with, and will ensure that the origination of all ACH Transactions complies with, all rules of the National Automated Clearing House Association ("**Nacha**"), and all local, state, and federal laws and regulations, including the Electronic Fund Transfer Act and Regulation E, and sanctions laws administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), as are in existence as of the date of the Agreement and as amended from time to time (collectively "**Rules**"). It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.) The specific duties of the Customer provided in this Section in no way limit the foregoing undertaking. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "**Entries**" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which the Bank prepares Entries and for the purposes of any request from Customer for reversal of an Entry. The term "**Settlement Date**" means with respect to a credit or debit Entry, the date an exchange of funds with respect to an Entry is reflected on the books of the applicable Federal Reserve Bank(s), and with respect to a non-monetary Entry, the date specified in the "Settlement Date" field of the Entry. The term "**Effective Entry Date**" means the date specified by the Originator on which it intends a batch of Entries to be settled. The term "**Unique Identifier**" means the unique identifier for a person found on that person's Authorized Representative Data Sheet. The term "**ACH Operator**" means an entity that acts as a central facility for the clearing, delivery, and settlement of Entries between or among participating depository financial institutions.

b. Security Procedures.

(i) Customer is strictly responsible to establish and maintain adequate security procedures to safeguard against unauthorized Entries and transmissions. Customer warrants that no individual will be allowed to initiate, authenticate, or approve Entries, transmissions, or electronic Funds Transfers in the absence of proper supervision and safeguards, and agrees to take all reasonable steps to maintain the confidentiality of the security procedures and any logins, Passwords, codes, Tokens, security devices, and related Instructions provided by Bank in connection with the security procedures described in the Agreement.

(ii) Customer agrees that the security procedures are intended and designed to verify the authenticity of Entries, but that the security procedures are not intended or designed, and are not used, to detect errors in the content or form of Entries or of any other transmissions. Customer agrees that the purpose of the security procedures is only to verify the authenticity of Entries, and that no security procedure for the detection of such errors has been agreed upon by the Bank and the Customer. Customer acknowledges and agrees that the Bank will undertake no effort to detect such errors, the prevention of which is Customer's alone, and that Customer is fully responsible to ensure that all Entries and transmissions are free from errors in form or content.

(iii) Subject to any additional mandatory security procedures agreed upon by Customer and Bank in writing, Customer agrees that Bank shall be authorized to provide the ACH Service upon receipt and verification by the System of Customer's Password(s) (including the Passwords of any Administrators, Users, or persons who have access to the ACH Service), and that Bank is authorized to transmit Entries initiated, and other transmissions created, in connection with, during, or because of the System session that commenced upon the System's verification of such Password(s). Customer authorizes Bank to act on, transmit, and effectuate all information, Instructions, transmissions, and Entries that Bank receives during, or that is provided or generated during such System session. Except as expressly provided in this Section, Customer acknowledges and agrees that Bank shall have no responsibility for ascertaining the genuineness or authenticity of information, Instructions, transmissions, or Entries generated by or sent via the System. If an Entry (or request for cancellation or amendment of an Entry, or other transmission) received by Bank was transmitted or authorized by Customer or its agent, or if Customer is otherwise responsible for making, transmitting, authorizing, or approving the Entry or transmission, then the Entry or transmission shall be deemed that of Customer, and Customer shall be bound thereby and shall pay Bank the amount of the Entry, whether or not Bank complied with any security procedures with respect to that Entry, and whether or not that Entry was erroneous in any respect or that such error would have been detected if Bank had complied with such procedures.

(iv) Customer agrees that the individuals named as Security Token Users in Customer's most recently completed, executed, and delivered Security Token User Authorization and Authentication form ("**Token Users**") are authorized to approve Entries. Any addition or deletion of Token Users will require Customer to execute a new Security Token User Authorization and Authentication form. Customer agrees that the terms of the Treasury Management Security Token User Authorization and Authentication form are terms of the Agreement, and that the procedures described therein are security procedures. Customer (if Customer is an individual) and each Token User must complete, execute, and deliver to Bank an Authorized Representative Data Sheet in order to be eligible to approve Entries using a Token. Customer acknowledges and agrees that Bank may use the information in any Authorized Representative Data Sheet in providing the ACH Service, and in providing services to any number of other customers of the Bank, whether such other customers are known or unknown to Customer, and that Bank may also use information in any Authorized Representative Data Sheet for any other lawful purpose. Customer acknowledges that it has no expectation of privacy or secrecy in the information contained in any Authorized Representative Data Sheet.

(v) Approval of Entries initiated using the System must be given by a Token User designated by Customer on Customer's Treasury Management Security Token User Authorization and Authentication form. Entries initiated in the System and approved by an actual or apparent Token User will not be separately authenticated by Bank. Customer, for itself and on behalf of all Token Users, agrees that Tokens are strictly confidential and unique to the Token User to whom a Token is issued, and that access to all Tokens and to all mobile devices used by Token Users (in their capacities as Token Users) must be safeguarded by Customer as part of the Security Procedures. Customer shall be fully and solely responsible for ensuring the security and confidentiality of all Tokens, and for all actions of Token Users. Customer acknowledges that anyone with access to, or knowledge of, a Token will be able to approve Entries, and that Bank has no obligation except to verify the accuracy of a Token if submitted in order to approve an Entry. Customer authorizes Bank to execute and transmit any and all Entries pursuant to the Instructions of anyone who provides the Token generated in connection with that Entry and acknowledges that Bank shall conclusively deem that any person providing a Token is Customer or a Token User of Customer, and that the resulting Payment Order shall conclusively be deemed requested and authorized by Customer. If Customer becomes aware of the unauthorized use of a Token, or suspects that an unauthorized use may occur, or if Customer has terminated authorization for the person who initiated an Entry or for a Token User, Customer shall immediately notify Bank in a manner not inconsistent with the Agreement.

(vi) Customer agrees that the security procedures in this Section and in the Agreement, as applicable, provide a commercially reasonable method for verifying whether an Entry is that of Customer. Customer agrees not to use the ACH Service if Customer is unable to determine that the security procedures provide a commercially reasonable method for verifying that an Entry is authorized by Customer. In making this determination, Customer shall consider the size, type, and frequency of the Entries that Customer will make or anticipates making, along with such other factors as Customer may deem relevant or appropriate. If the size, type, or frequency of Entries made by Customer, or other factors, change such that the security procedures in use by Customer no longer provide a commercially reasonable method of providing security against unauthorized Entries, Customer shall notify Bank in writing, and Customer shall immediately discontinue using the ACH Service, and shall not initiate any Entries, use the ACH Service, or approve any Entries, and shall not permit or authorize any Administrator, User, Token User, or any other person to do any of the foregoing, unless and until Customer notifies Bank in writing that Customer has determined that the security procedures are commercially reasonable.

(vii) Bank reserves the right to offer Customer, or require Customer to adopt, additional or alternative security procedures from time to time. If Customer does not adopt or follow any such additional or alternative security procedure, Customer's access to some or all of the ACH Service may be limited. The security procedures will include any additional or alternative security procedures offered by Bank and adopted or followed by Customer. Customer's adherence to security procedures that include additional or alternative security procedures will constitute Customer's agreement and determination that the security procedures are commercially reasonable for Customer's use of the ACH Service. By rejecting any additional or alternative security procedures offered by Bank, Customer affirms that the security procedures are commercially reasonable despite not including the additional or alternative security procedures. Customer may reject an additional or alternative security procedure offered by Bank only if Customer determines and agrees that the security procedures are nonetheless consistent with Customer's wishes expressed to Bank, with the circumstances of Customer known to Bank (including the size, type, and frequency of electronic Funds Transfers normally made by Customer), and with security procedures in general use by those persons similarly situated to Customer.

c. Transmittal of Entries by Customer. Customer shall transmit credit and/or debit Entries to Bank, as specified on Treasury Management ACH Schedule C form (“**Schedule C**”), in compliance with the formatting and other requirements of Nacha. Customer agrees that its ability to originate Entries under the Agreement is subject to exposure limits in accordance with the Nacha Rules and as set forth in Schedule C.

d. Delivery Timeframes. All ACH Entries must be completed/authorized by the ACH Transactions Cut-Off on the Business Day that is two Business Days before the Effective Entry Date of the transactions. If the transactions are not completed/authorized by the required timeframe, Bank cannot guarantee the transactions will be accepted by ACH processors or be received/posted on the Effective Entry Date by the recipient’s financial institution. Bank may accept these items and they will be forwarded to the ACH Operator no later than the Bank’s next regularly scheduled delivery time. The end-of-day cut-off time is the “**ACH Transactions Cut-Off**” set forth in Section 18 on a Business Day. All ACH credit originations represent financial obligations; thus Bank may reject any Entry if Customer has failed to comply with its Account balance obligations as set forth herein. The balance showing in the System associated with the Account designated as the settlement Account for the Entries must be sufficient as of the processing date and the ACH Transactions Cut-Off, to cover the total originations on the processing date as described above. If the settlement Account does not have sufficient funds at that time, Bank may, without any liability, deny, reject, or process the Entries. If the entries are processed, Customer is still obligated to pay Bank for the Entries.

e. Processing, Transmittal, and Settlement by Bank.

(i) Except as provided in Section 26.f (On-Us Entries) and Section 26.h (Rejection of Entries; Prefunding), Bank shall: (a) process Entries received and approved from Customer to conform with the file specifications set forth in Rules; (b) transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank (the ACH Operator) acting as an ACH Operator; and (c) settle for such Entries as provided in the Rules.

(ii) Bank shall transmit or complete the necessary batch authorization of such ACH Entries by the processing date deadline of the ACH Operator prior to the Effective Entry Date shown in such Entries, provided: (a) such Entries are received and approved by the ACH Transactions Cut-Off on a Business Day; (b) the Effective Entry Date is at least two days after such Business Day; and (c) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by Bank when the transmission (and compliance with any related security procedure provided for herein) is completed as provided by Section 26.d.

(iii) If any requirement of Section 26.e(ii)(a)-(c) is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH on the next Business Day; provided, however, that Entries not approved before the relevant ACH Transactions Cut-Off on the processing date deadline must be re-entered by the Customer specifying the next available ACH Business Day for the Transaction. The System will not allow Items to be approved after the processing date and ACH Transactions Cut-Off, and Bank will not change any dates for Items drafted.

f. On-Us Entries. Except as provided in Section 26.h (Rejection of Entries; Prefunding), in the case of an Entry received for credit or debit to an Account maintained with Bank (an “**On-Us Entry**”), Bank shall credit or debit the Receiver’s Account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (a) and (b) of Section 26.e(ii) are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver’s Account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

g. Same-Day Entries. Subject to availability and Bank's prior approval, the ACH Service may permit Customer to elect to have Customer's Entries originated on a "same-day" basis, for settlement on the same day as the Effective Entry Date. An Eligible Entry received and approved on a Business Day by the applicable cutoff hour for same-day Entries will be treated as a "same-day" Entry. As used in this Section, an "**Eligible Entry**" means an Entry: (i) received on a Business Day by the **Same-Day ACH Cut-Off** set forth in Section 18; (ii) in an amount within any minimum or maximum dollar limitations that Bank may impose, in its sole discretion; and (iii) that contain an Effective Entry Date for the same day as receipt. Bank does not represent, warrant or otherwise guarantee that a Receiving Depository Financial Institution ("**RDFI**") will post same-day Entries by applicable deadlines of the ACH Operator. Bank may utilize same-day processing for an Entry that qualifies as an "Eligible Entry" even if Customer did not intend the Entry to be processed using same-day processing. In such cases, Customer is still responsible for all fees associated with same-day processing.

h. Rejection of Entries; Prefunding.

(i) Bank may reject any Entry which does not comply with the requirements of Section 26.c (Transmittal of Entries by Customer), or Section 26.b (Security Procedures), or which contains an Effective Entry Date more than two days after the Business Day such Entry is received by Bank. Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank may reject any Entry if Customer has failed to comply with its obligation to maintain a sufficient Account balance to cover its payment obligations under the Agreement. Bank may reject any Entry of Customer that does not adhere to security procedures as described herein. Bank shall notify Customer by phone or by electronic transmission (such as email) of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

(ii) From time to time, Bank may, in its sole discretion, require that Customer irrevocably make available to Bank, in actually and finally collected funds, the total amount of all ACH credit originations prior to the time Bank processes the items (to "**Prefund**"). Customer may Prefund its credit originations by transfer from another depository institution, or by maintaining a sufficient balance of actually and finally collected funds in the designated Account. Unless Customer indicates that it will Prefund in another way and actually do so, Customer authorizes Bank, prior to processing the Entries, to deduct from the designated Account the amount needed to Prefund the ACH credits. If Customer fails or refuses to Prefund the full amounts of its ACH credits in a cycle, Bank may, at its sole discretion, refuse to process Entries that have not been Prefunded. If Customer Prefunds the ACH credits, Customer's obligation to settle in respect of the Prefunded ACH credit Entries up to the amount of the Prefunding shall be automatically satisfied and discharged and replaced by an irrevocable obligation of Bank to settle for the Prefunded items on the Settlement Date.

i. Cancellation or Amendment by Customer. Customer shall have no right to amend any Entry after it is drafted by Customer. Customer may not cancel any Entry unless such cancellation is requested before the processing date of the Entry and such request complies with the security procedures described herein for the cancellation of data. Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's Account, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect Customer's request for the reversal of an Entry.

j. Notice of Returned Entries and Notifications of Change. Bank shall notify Customer by phone, or by electronic transmission (such as email), of the receipt of a returned Entry from the ACH Operator no later than one Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 26.c (Transmittal of Entries by Customer), Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of the Agreement with respect to the original Entry. Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change Entry (“**NOC**”) or Corrected Notification of Change Entry (“**Corrected NOC**”) received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two Business Days of the Settlement Date of each NOC or Corrected NOC. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six Business Days of Customer’s receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver’s Account, whichever occurs first.

k. Payment by Customer for Entries; Payment by Bank for Entries.

(i) Except with respect to Entries which have been Prefunded in accordance with Section 26.h(ii), Customer shall pay Bank the amount of each credit Entry transmitted by Bank pursuant to the Agreement at such time specified on the Settlement Date with respect to such credit Entry as Bank, in its discretion, may determine.

(ii) Customer shall promptly pay Bank the amount of each debit Entry returned by an RDFI that was transmitted by Bank pursuant to the Agreement.

(iii) Bank shall pay Customer the amount of each debit Entry transmitted by Bank pursuant to the Agreement at such time on the Settlement Date with respect to such debit Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date with respect to such Entry as Bank, in its discretion, may determine.

(iv) Bank shall promptly pay Customer the amount of each credit Entry returned by an RDFI that was transmitted by Bank pursuant to the Agreement.

l. Prenotification. Bank reserves the right to require the Customer to enter zero-dollar prenotification Entries with an Effective Entry Date at least three Business Days prior to initiating the first live dollar Entries. Customer shall enter the zero-dollar prenotifications as ACH Entries through the System by the ACH Transactions Cut-Off. Should the Customer receive notice that any such prenotification has been rejected by an RDFI, or that an RDFI will not receive Entries without having first received a copy of the written authorization signed by its customer (the “**Receiver**”), the Customer will initiate no further Entries to the Receiver until such time as the Customer provides the RDFI with such authorization. At such time, the Customer may initiate Entries within the time limits provided in the ACH Rules.

m. Customer Representations and Warranties. With respect to each and every Entry initiated by Customer, Customer represents and warrants to Bank and agrees that:

(i) each person shown as the Receiver on a debit Entry received by Bank from Customer has authorized the initiation of such debit Entry (sample forms available from Bank) and the debiting of its account in the amount and on the Effective Entry Date shown on such Entry;

(ii) such authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein;

(iii) Entries transmitted to Bank by Customer are limited to those types of credit Entries or debit Entries set forth in Section 26.c (Transmittal of Entries by Customer) and Schedule C;

(iv) Customer has performed its obligations under the Agreement in accordance with all applicable laws and regulations, including the laws of the United States, the sanctions laws administered by OFAC, laws, regulations and orders administered by FinCEN, and any state laws, regulations, or orders applicable to the providers of ACH payment services. It shall further be the responsibility of the company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline);

(v) Customer is bound by and shall comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry; and

(vi) Customer acknowledges and agrees that the third parties who may be involved with the ACH Service or with the transmission of Entries or other transmissions (including ACH processors, the ACH Operator, the Receiver, and the RDFI) are not agents of Bank.

n. Bank Responsibilities; Liability; Limitations on Liability. In addition to, and not limitation of, the limitations of liability provided elsewhere in the Agreement, if Customer incurs any loss due to mishandling of a particular Entry or Entries by Bank, Bank's liability to Customer shall be limited to: (i) liability for Bank's own negligence or willful misconduct; and (ii) the amount recoverable by Bank from the ACH Operator, or any third party pursuant to the Rules or any indemnity agreement, and such compensation shall be calculated using the compensation rules provided in the Nacha rules. In no event shall Bank be liable for any loss or damage from subsequent wrongful dishonor resulting from Bank's performing the ACH Service under the Agreement. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation or any other U.S. governmental regulatory authority.

o. Inconsistency of Name and Account Number. It is the responsibility of the Customer to verify that the individual signing the ACH debit or credit authorization is in fact entitled to use of the specified Account. Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and Account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the Account number supplied by the Customer, even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

p. Data Retention and Audit of Records. Customer shall retain data on file adequate to permit remaking of Entries for five days following the date of their transmittal by Bank as provided herein and shall provide such data to Bank upon its request. Without limiting the generality of the forgoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including Customer's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules. Bank reserves the right to audit Customer's compliance with terms of the Agreement and the Rules.

q. Tapes and Records. All magnetic tapes, Entries, security procedures, and related records used by Bank for transactions contemplated by the Agreement shall be and remain Bank's property. Bank may, in its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

r. Evidence of Authorization. Customer shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations, and other documents related to the Entries, for two years after they expire.

s. ACH Reserve. Customer may be required to maintain as a reserve a deposit ("**ACH Reserve**") in an amount to be solely determined by the Bank. Customer acknowledges and agrees that any ACH Reserve will be deposited in a Bank Account for exclusive use by Bank for purposes of offsetting any of Customer's obligations under the provisions of the Agreement applicable to the ACH Service. Customer authorizes Bank to immediately replenish the ACH Reserve to an amount to be determined by Bank via an ACH debit to Customer's Account or by a direct deposit to the ACH Reserve if Customer's ACH Reserve falls below the required amount. Customer grants Bank a security interest in any ACH Reserve to enable Bank to enforce any obligation owed by Customer applicable to the ACH Service without notice or demand to Customer. Customer's obligation to maintain an ACH Reserve shall survive the termination of the Agreement, with such obligation lasting until all of Customer's obligations under the Agreement have been fully offset. Bank's security interest shall continue until all of Customer's obligations under the Agreement have been fully offset.

t. Termination and Suspension. In addition to, and not in limitation of, any other termination provision in the Agreement, in the event of a breach of the Rules by Customer, or any act or omission by Customer which causes the Bank to be in breach of the Rules, Bank may terminate or suspend the ACH Service upon 10 Business Days' notice, or less notice if necessary to comply with the Rules or for any other reason in Bank's sole discretion.

27. ACH Positive Pay Service. The "**ACH Positive Pay Service**" will allow Customer to make inquiries and to provide pay or return Instructions to Bank on certain ACH Transactions.

a. ACH Positive Pay Description and Use. The term "**ACH Transactions**" means certain electronic Funds Transfers which settle within a bank or between banks according to specified rules and procedures governed by the Federal Reserve Bank or other ACH Operator and Nacha and which have the intended result of removing funds from Customer's demand deposit Account(s) at Bank ("**ACH Debit Transactions**") or which have the intended result of depositing funds to Customer's demand deposit Account(s) at the Bank ("**ACH Credit Transactions**"). "**Authorized Originators**" means and refers to originators approved by Customer to originate ACH Transactions in accordance with the ACH Positive Pay Service. The ACH Positive Pay Service encompasses ACH Transactions which use the following Standard Entry Class ("**SEC**") codes: CCD-Corporate Credit or Debit Entry; CIE-Customer Initiated Entry; CTX-Corporate Trade Exchange; IAT-International ACH Transactions; POS-Point of Sale Entry; PPD-Prearranged Payment and Deposit Entry; TEL-Telephone-Initiated Entry; and WEB-Internet-Initiated/Mobile entry. Without limiting the foregoing, the ACH Positive Pay Service is not designed to detect or prevent fraud due to other types of paperless entries, including wire transfers. The ACH Positive Pay Service specifically excludes ACH Transactions identified with SEC codes of ACK, ADV, ARC, ATX, BOC, COR, DNE, ENR, MTE, POP, RCK, SHR, TRC, TRX, and XCK since these transactions are either non-monetary or are checks which have been converted to electronic format. Also excluded are any incoming returns and corrections. This Service is applicable to Customer's Accounts designated for use with the ACH Positive Pay Service. If an Account does not have sufficient available funds to pay an ACH Debit Transaction, Bank will not be required to pay any ACH Debit Transactions presented against the Account.

b. Setting Up Authorizations. Once Customer is successfully enrolled, Users will have the ability to review and receive information about ACH Transactions and to provide Instructions to the Bank pursuant to the terms of the Agreement and in accordance with the authority specified by Customer. Administrators may change the authority given to each User. Levels of authority available to Users include the ability to: (i) inquire, edit, add, and delete Authorized Originators; (ii) add or delete restrictions on transactions initiated by Authorized Originators, such as transaction limit and effective and expiration dates (“**Transaction Rules**”); (iii) inquire on Suspect Entries; and (iv) approve Exception Entries. THE SYSTEM WILL GENERATE A DEFAULT LIST OF AUTHORIZED ORIGINATORS, COMPRISED OF THE ORIGINATORS OF ACH TRANSACTIONS COMPLETED FROM CUSTOMER’S RELATED ACCOUNT IN THE 12 MONTHS PRECEDING CUSTOMER’S ENROLLMENT IN THE ACH POSITIVE PAY SERVICE. Customer shall review this list and make any necessary changes before Bank will enable Customer to use the ACH Positive Pay Service. Customers may be required to add their ACH-transacting entities into Positive Pay as allowed Companies.

c. Suspect Entries, Exceptions, and Transmitting ACH Payment Instructions. ACH Transactions presented for payment which qualify as Suspect Entries or Exceptions will be available for review by Customer on the System. Customer may also elect to receive email notifications of the fact that there are Suspect Entries and/or Exceptions. Bank strongly recommends that Customer exercise the option to receive these notifications. Regardless of whether Customer receives notifications of Suspect Entries and/or Exceptions, Customer agrees to access the ACH Positive Pay Service at a minimum of at least once every Business Day prior to Positive Pay File Cut-Off to review the listed ACH Transactions and make decisions regarding Suspect Entries and Exceptions before the applicable deadlines. Bank will match ACH Transactions that are presented for payment to the Authorized Originators and any Transaction Rules for the Authorized Originators, and all matching ACH Transactions shall be deemed properly payable and will be paid by Bank. “**Suspect Entries**” means ACH Entries identified by the ACH Positive Pay Service as not in conformance with Customer’s criteria, meaning that they were either not initiated by an Authorized Originator or they were initiated by an Authorized Originator but do not fall within the Transaction Rules established by Customer for that Authorized Originator. Suspect Entries will not update the memo balance of the Account unless and until they proceed as an ACH Transaction. A Suspect Entry will proceed as an ACH Transaction if the non-conformance is timely cured by Customer. A non-conformance is cured when: (i) Customer designates the originator of the Suspect Entry as an Authorized Originator; or (ii) if the originator is already an Authorized Originator, Customer adjusts the Transaction Rules so that the Suspect Entry is no longer outside of the authorized criteria. The deadline to review and cure Suspect Entries so that they are included in the nightly processing cycle is **6:30 PM on the Business Day the Suspect Entry is presenting**. If the non-conformance of the Suspect Entry is not cured by the deadline, it will become an “**Exception**.” Customer may use the ACH Positive Pay Service to instruct Bank to allow an Exception to be paid. The deadline to review an Exception and instruct Bank to pay the Exception is **12:00 PM on the Business Day of the presenting item on the Account**. This means that if Bank is not given an Instruction to “Pay” an Exception on or before the deadline, the ACH Transaction will be returned with the accompanying Return Reason Code R29 for “unauthorized,” although Bank may, in its sole discretion, use a different Return Reason Code. The Customer must update each exception within the System to signify that the item has been decisioned by the Customer. Customer understands and agrees that if it does not use the ACH Positive Pay Service to give timely Instructions to Bank as to whether to pay or return Exceptions (including Exceptions created by Suspect Entries which are not timely cured), such inaction on the part of Customer shall permit Bank to return all Exceptions or, in Bank’s sole discretion, to pay an Exception. Customer acknowledges and agrees that if paid, the ACH Transactions may not be returned and shall remain paid. In the event the ACH Positive Pay Service is unavailable, or Customer is unable to access it, Customer may contact Bank to indicate which ACH Transactions should be paid and which ACH Transactions should be dishonored and returned.

d. Security Procedures. Customer agrees to establish and maintain internal procedures to adequately safeguard against unauthorized access to the ACH Positive Pay Service and to limit access to only those individuals whom Customer has authorized to act on its behalf with respect to the Service. Bank assumes no responsibility for ascertaining the genuineness or authenticity of Instructions sent via the System, including Instructions adding, deleting, or changing an Authorized Originator, applying, removing, or changing Transaction Rules, and providing Instructions to return or pay Exceptions. Customer agrees that Bank is authorized to act on Instructions received upon receipt and verification by the System of Customer's Password(s). The security procedures are not designed for the detection of errors, and Bank will not be obligated to detect errors by the Customer even if Bank takes certain actions from time to time to do so.

e. Limit of Liability. In addition to, and not limitation of, the limitations of liability provided elsewhere in the Agreement:

(i) Dispute over Return of ACH Transaction Entry. Customer acknowledges that the return of an ACH Transaction is subject to dispute on the part of the originator. In the event of such a dispute Bank must act according to applicable laws, regulations, and rules, including the rules of Nacha.

(ii) Identification of ACH Transactions. Customer and Bank acknowledge that ACH Transactions are originated according to Nacha Rules which require the use of an Originator Name and Originator Identification Number embedded in the transaction to identify its source, and this embedded data is a critical component of Bank's ability to monitor for transactions which Customer desires to review. Bank shall act in good faith in the creation of the default list of Authorized Originators from historical transaction information, and to process Customer's Instructions revising the identification of Authorized Originators. However, if such identifying information is inconsistent or is described inconsistently, Bank shall be held harmless for posting an ACH Transaction to Customer's Account.

(iii) Right to Suspend Services. Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the ACH Positive Pay Service, in whole or in part, in Bank's sole and absolute discretion and with or without notice to Customer, in the event Customer fails to properly perform its duties, obligations, and responsibilities in connection with the ACH Positive Pay Service, or commit any act or omission which impairs Bank's ability to provide or prevents Bank from providing the Service.

(iv) Examination of Account Statements. Nothing in the Agreement shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of Account statements and individual ACH Transactions to detect exceptions outside the scope of the ACH Positive Pay Service provided to Customer hereunder.

(v) Hold Harmless. Customer shall accept liability to any party and hold the Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return or dishonor of any ACH Transaction if such return resulted from the application of the Customer's Instructions.

(vi) Properly Payable. Any ACH Transaction that is paid in accordance with the ACH Positive Pay Service shall be considered properly payable, and Customer agrees that Bank shall have no liability to Customer for paying ACH Transactions in accordance with the Service.

28. Check Positive Pay Service. The "***Check Positive Pay Service***" will provide fraud protection assistance by comparing the checks paid on Customer's designated Account against the checks issued from Customer's records. The term "***Positive Pay File***" means a cumulative list of all checks, uploaded by Customer through use

of the System to Bank, which have been issued by Customer but have not been presented and are otherwise approved for payment under the Agreement.

a. Check Positive Pay Service Description and Use.

(i) Positive Pay File. Prior to activation of the Check Positive Pay Service, Customer will be required to submit a test file to Bank. Customer must submit each Positive Pay File to Bank prior to the “**Positive Pay File Cut-Off**” set forth in Section 18 on a Business Day, on the day of issuance of any checks. The Positive Pay File must be uploaded to the Check Positive Pay Service of the System by the Positive Pay File Cut-Off on a Business Day in order for files to be updated through end-of-day processing. Only those checks listed on a validly prepared and uploaded Positive Pay File or check records manually entered by Customer into the positive pay platform will be part of the Check Positive Pay Service. Any Positive Pay File uploaded after the Positive Pay File Cut-Off on a Business Day may not be included with Bank’s end-of-day processing until the next Business Day.

If there are checks reported on the Positive Pay File, the System will compare the check information from the checks listed on Customer’s Positive Pay File and manually entered check information with the check information that is encoded on that Business Day’s presented checks that are presented to the Bank for payment against a designated Account. This comparison will be done only on the Business Day presented checks are received by Bank. Also, the comparison will be done only against the checks that are on the Positive Pay File or on check records manually entered by Customer into the positive pay platform. It is Customer’s responsibility to submit the Positive Pay File in the proper format and time specifications as set forth in the Agreement. If the check information matches exactly, the System will treat the matching items as validly issued and properly payable, and will process those items for payment, assuming Customer has sufficient available funds in its Account for the payment. If there are checks presented to Bank on or as of that Business Day that do not match the check information as set forth in Customer’s Positive Pay File or manually entered check information, Bank will post a Positive Pay Exception in the Positive Pay System of these mis-matched checks. Customer may elect to receive a System generated Positive Pay Email Exception Notification (“**Exception Notification**”) to notify the Customer to review pending Exceptions in the Positive Pay System. Bank strongly recommends that Customer exercise the option to receive these notifications. Regardless of whether Customer receives notifications of Exceptions, Customer agrees to access the Check Positive Pay Service at a minimum of at least once every Business Day prior to Positive Pay File Cut-Off to review the listed Exceptions and make decisions regarding Exceptions before the applicable deadlines.

Items that did not match Customer’s Positive Pay File or manually entered check records are “**Transaction Exceptions.**” To have any Transaction Exceptions paid, Customer must log in to the System and make corrections to the presented check corresponding with the Transaction Exception and decision the item as “pay.” If a Transaction Exception is not corrected and updated by the Customer by the “**Positive Pay Exception Cut-Off**” set forth in Section 18 on a Business Day, the presented check will be returned. Customer may also force pay or return a presented check. Checks updated to return unpaid must accompany Customer instruction on reason for return.

Bank makes no representation or warranty regarding the effectiveness of the Exception Notification and makes the Exception Notification available only as an accommodation to Customer.

Customer may only use the Check Positive Pay Service as a mechanism to instruct Bank with regard to Transaction Exceptions and not for any other checks, including those checks presented prior to or after the Business Day on which Bank sends the Exception Notification. Customer agrees that the Positive Pay File will be sent in the format and medium, by deadlines, at scheduled days, and at the places specified in the Agreement.

(ii) Checks Covered by Check Positive Pay Service. The Check Positive Pay Service applies to presented checks that are presented for payment to Bank through normal interbank clearings. It is not designed to compare Customer's Positive Pay File against items that are presented in any other manner (e.g., at a teller window, through an automated teller machine, or by mail). At Bank's sole discretion, Bank may attempt to compare Customer's Positive Pay File with such items (in particular, checks presented at Bank's own teller windows); however, Bank will not be liable for any failure or refusal to do so. Bank assumes no duty to compare under subsection (i) above or otherwise to identify and/or return, checks not able to be processed on an automated basis, duplicate checks, checks with duplicate serial numbers, misencoded items, or checks lacking an encoded serial number. Bank may pay stale-dated and postdated checks unless Customer timely submits a stop Payment Order or notice of postdating for such items.

(iii) Reliance on MICR Encoding. Customer agrees that Bank will not be obligated to verify the authenticity of any check that matches the check information listed in Customer's Positive Pay File. Customer understands and agrees that Bank may compare Customer's information on its Positive Pay File with information that is encoded on the items presented to Bank for payment. Bank will not be required to otherwise examine checks, or seek to confirm that they are properly signed, completed, or encoded, or otherwise unmodified. Customer agrees that Bank may rely on such a process and that the process will be deemed an acceptable standard of care for the Check Positive Pay Service and the Account. Customer understands that the Check Positive Pay Service may not identify altered, counterfeit, or duplicate checks or checks with forged or unauthorized signatures. As such, Customer agrees to review promptly all statements, returned checks, reports, and other check and transaction information Bank makes available to Customer.

If Customer orders or prints checks from a check-printing vendor other than Bank, Customer agrees to ensure the MICR encoding ink is of high quality. Not using high-quality ink could result in a large number of Exception Checks being reported by Bank on an Exception Check Report and higher costs to Customer.

(iv) Accuracy of Information. Customer assumes full responsibility for the completeness and accuracy of all information furnished to Bank. Customer understands that it is important that the information be exact (e.g., the correct amount in dollars and cents). Bank assumes no responsibility for detecting or correcting ambiguous, incomplete, untimely, or inaccurate information provided by Customer. Bank's willingness to process nonconforming information will not be considered a waiver of any requirement of the Agreement, and Bank may discontinue processing nonconforming information without prior notice.

(v) Customer and Bank Communications. Customer or Bank, at their discretion, may each submit to the other party a revision of any communication provided for under this Section. The revised communication must: (a) be sent in its entirety and not in the form of a partial amendment to the communication originally sent; (b) identify the original communication; (c) clearly specify that it is a revision of the original or prior communication; and (d) be sent in the format and medium and be received by the deadline(s) and at the place(s), established by the receiving party. A properly submitted revised communication serves to revoke the original communication. Bank shall not be obligated to comply with any communication not received by Bank, or received in a format or medium, after a deadline, or at a place not specified or agreed to under the Agreement but may instead treat such a communication as though it had not been received. Bank is not responsible for detecting any Customer error contained in any Positive Pay File or related Instruction sent by the Customer to Bank.

(vi) Lost or Destroyed Checks. Any presented check that is damaged, lost, or destroyed ("**Damaged Checks**") so as to be rejected by automated processing systems during processing will not be covered by the Check Positive Pay Service. Customer and Bank will cooperate in the payment decision regarding processed Damaged Checks. Customer agrees that the Bank has discretion regarding returning a

Damaged Check to the presenting bank or otherwise to any depository financial institution. This means that Bank is not obligated to (but may) return a Damaged Check, unless expressly instructed otherwise by Customer. Customer further agrees that Bank's decision to return a Damaged Check does not obligate Bank to return future Damaged Checks. If Bank returns a Damaged Check, it may return the Damaged Check by any means reasonable, including by use of notice in lieu of return or by return of copies of the Damaged Check. Bank will use its best efforts to notify Customer of a Damaged Check.

b. Customer's Remedies.

(i) Wrongful Honor. It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in a timely Exception Check Report unless: (a) Customer issued a Pay Request; or (b) Customer selected the pay default option and did not issue a return request. In the event that there is wrongful honor, Bank shall be liable to Company for the lesser of the amount of the wrongfully paid Exception Check or Company's actual damages resulting from Bank's payment of the Exception Check but for no other damages suffered as a result of the wrongful honor. Bank expressly reserves the right to assert that the Customer is liable for the amount of the wrongfully honored Transaction Exception on the grounds that the Transaction Exception was properly payable under California Commercial Code ("**Code**") section 4401(a). Bank retains the right to assert the Customer's failure to exercise reasonable care under Code sections 3406(a) and 4406(c). Bank's improper payment shall not in and of itself constitute a failure of Bank to have exercised ordinary care under the loss allocation provisions of Code sections 3406(b) and 4406(e). Bank retains the right to assert the defense that Customer has sustained no actual damages because Bank's honor of the Transaction Exception discharged for value an indebtedness of Customer.

(ii) Rightful Payment and Dishonor. Except as provided herein, if Bank honors a Transaction Exception in accordance with any option selected by Customer or in accordance with a request issued by Customer, such honor shall be rightful, and Customer waives any right it may have to assert that the Transaction Exception was not properly payable under Code section 4401. Except as provided herein, if Bank dishonors a Transaction Exception in accordance with an option selected by Company or in accordance with a request issued by Company, the dishonor shall be rightful, and Customer waives any right it may have to assert that the dishonor was wrongful under Code section 4402. Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of the Agreement.

(iii) Assignment. To the extent that the Customer suffers a loss under this Section, Bank assigns to the Customer any claim that Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under Code sections 4207, 4208, and 4209.

c. Limitation of Liability. In addition to, and not limitation of, the limitations of liability provided elsewhere in the Agreement, if Bank pays checks or items in accordance with this Section, Customer releases Bank from any claim that the checks or items were not properly payable. If Bank dishonors items in accordance with this Section, Customer releases Bank from any claim that the checks or items were properly payable and any claim for wrongful dishonor. Customer agrees to be bound by any Positive Pay File and related Instruction by Customer, whether or not authorized by Customer, that is issued in its name and accepted by Bank in accordance with the Agreement and the security procedures. Bank will not be responsible for determining or reporting to Customer whether there is an unauthorized signature or alteration of any item presented against a designated Account.

d. Security Procedures. Bank assumes no responsibility for ascertaining the genuineness or authenticity of Instructions sent via the System. Customer agrees that Bank shall be authorized to effect the Check Positive Pay Service upon receipt and verification by the System of the Customer's Password(s), and that

Bank is authorized to act on Instructions received upon receipt and verification by the System of the Customer's Password(s). The security procedures are not designed for the detection of errors, and Bank will not be obligated to detect errors by Customer even if Bank takes certain actions from time to time to do so.

e. Electronic Communications. Each party agrees that electronic communications may be used to send and receive Positive Pay Files and Work Positive Pay Items Files, including communications through the System. An electronic communication that is the act of a party will be attributed to that party.

29. Remote Deposit Capture ("RDC") Service. The RDC Service provides the product and service for the conversion of Checks to Substitute Checks or Image Exchange Items, which would enable Customer to transmit paper checks converted to Imaged Items to Bank for processing and deposit. If Customer has enrolled in the RDC Service, the terms and conditions of this Section form part of the Agreement.

a. Additional Definitions. Additional definitions applicable to this Section are as follows:

- **"Check"** means an Original Check, as defined in Regulation CC.
- **"Documentation"** means all documentation, the user manual, any other manuals, all Instructions (including online Instructions) relating to the Product and RDC Service which Bank may provide to Customer from time to time in connection with the Product or the RDC Service.
- **"Endpoint"** means any Federal Reserve Bank, financial institution, local clearing house, courier, or other entity or location for the delivery of cash letters or other presentment of Imaged Items or Substitute Checks.
- **"Imaged Item"** means the digitized image of a Check that is created by Customer and transmitted to Bank using the RDC Service.
- **"Image Exchange Item"** means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.
- **"Item"** means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or endorsed to Customer, and includes Original Checks, Substitute Checks, and Image Exchange Items.
- **"Non-cash Item"** means an Item that would otherwise be an Item, except that: (i) a passbook, certificate, or other document is attached; (ii) it is accompanied by special Instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.
- **"Non-qualifying Item"** means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, demand drafts or remotely created checks as defined by the Code and Regulation CC, respectively, Items that are stale-dated by six months or more or postdated, savings bonds, Items payable to "cash," Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds Customer's transaction limitations as established by Bank from time to time.

- “**Original**” with respect to a Check means the first paper Item issued with respect to a particular payment transaction.
- “**Payor Financial Institution**” means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.
- “**Product**” means collectively the procedures, protocols, and software used by Bank and its licensors and contractors in connection with the electronic processing of Items, including the RDC Service.
- “**Regulation CC**” means 12 C.F.R. Part 229, as it may be amended from time to time.
- “**RDC Service**” means the services described in this Section, to be provided by Bank to Customer to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints.
- “**Software**” means any software which may be offered or required by Bank for use in receiving, validating, and packaging images and data from a bulk file to be forwarded to Bank for additional processing.
- “**Substitute Check**” means a paper reproduction of an Item that satisfies the requirements and definition of “substitute check” set forth in Regulation CC.
- “**United States Financial Institution**” means: (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

b. The RDC Service.

(i) Bank will provide Customer the Product and the RDC Service described in this Section to enable Customer to transmit Imaged Items to Bank or Bank’s designated processor to be cleared as Substitute Checks or Image Exchange Items. Bank and Customer will comply with the terms and provisions of the Agreement with respect to the use of the Product and the performance of the RDC Service.

(ii) The deposit Account(s) to which Customer may use the RDC Service to transmit Imaged Items for processing and deposit are those Accounts held at Bank that are listed on the Customer’s Deposit One – Remote Deposit Capture Service Request form (“**RDC Form**”), upon Bank’s approval of such Accounts for use with the RDC Service (“**RDC Deposit Accounts**”). Bank reserves the right in its sole discretion to terminate or suspend Customer’s access to an RDC Deposit Account through the RDC Services at any time and with or without notice to Customer. For example, if an RDC Deposit Account has no Items presented for deposit through the RDC Service for a period of 90 days, Bank may terminate Customer’s access to such RDC Deposit Account through the RDC Service.

c. Implementation. Customer will capture digitized images of Checks using Software, if any, and equipment provided by or through Bank or other Software and equipment acceptable to Bank and will ensure that the output files are compatible with the Product. Any software necessary shall be maintained by Customer,

except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to Bank. Customer shall transmit its output files as provided in the Agreement and the Documentation.

d. Customer Responsibilities. In connection with the Product and the RDC Service, Customer shall comply with the following:

(i) For commercial depositors, Customer will be responsible for training its employees in the use of the Product and RDC Service.

(ii) Customer will create images of Checks at Customer's location by use of scanning hardware and Software approved or provided by Bank. Customer will enter all amounts and any other required information correctly.

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

(iv) Unless prior approval is granted by Bank in writing, Customer will not attempt to scan and transmit to Bank any Item which is drawn on a deposit Account of Customer at Bank or any other financial institution, or a deposit Account of any business entity of which Customer is a principal, officer, or authorized signer.

(v) Customer will not attempt to scan and transmit to Bank any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substitute Check must be physically deposited with Bank. Notwithstanding the foregoing, Bank may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the Account Agreements.

(vi) Customer will: (a) ensure that Items deposited by remote deposit capture are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of such Items; (b) handle, process, maintain, and destroy Original Checks as set forth in the Agreement and in the Documentation; and (c) ensure that no financial institution (depository, collecting, or payor), drawee, drawer, or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form.

(vii) Customer will use the Product and RDC Service, including the entering, processing, and transmittal of Imaged Items, in accordance with the Documentation. In addition, Customer will provide, at its own expense, an internet connection, such as via a digital subscriber line (DSL) or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including a compatible internet browser, and other equipment and supplies required to use the RDC Service, all of which must satisfy any minimum requirements set forth in the Documentation or as otherwise may be acceptable to Bank. Customer will provide or obtain from another party selected by Customer at Customer's expense, support and maintenance of such internet connection and all other computer hardware, software, and equipment required to use the RDC Service, including troubleshooting internet connectivity issues with Customer's internet service provider (ISP), and Bank will not be responsible therefor.

(viii) Customer will balance the dollar amount of each deposit to the sum of Checks prior to transmitting to Bank.

(ix) Customer will: (a) maintain a daily control record of all Checks, including transaction counts and dollar amounts; and (b) balance transactions transmitted from the previous Business Day and immediately notify Bank of any error or discrepancy discovered. Timeframes in which Customer must notify Bank of any errors or discrepancies related to transactions, including Items deposited via the RDC Service, are provided in the Account Agreements governing the applicable RDC Deposit Account. If Customer fails to notify Bank of any errors or discrepancies within such timeframes, then the underlying transaction(s) will be deemed correct, and Customer will be precluded from asserting any error or discrepancy against Bank.

(x) Unless Bank specifically agrees otherwise in writing, Customer will not use the RDC Service to deposit any Check or Checks that exceed the transaction limitations or file limitations or both (collectively the “**Transaction Limits**”) that may be established by Bank and described in the RDC Form. The Transaction Limits described in the RDC Form may be changed in Bank’s sole discretion from time to time. A change in the Transaction Limits shall be effective upon Bank providing notice of the change to Customer.

(xi) Customer shall be responsible for verifying Bank’s receipt of Customer’s transmission(s) by verifying that deposits have been posted to the appropriate RDC Deposit Accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmissions with Bank.

(xii) Bank may from time to time send a notice to Customer requesting the installation or implementation of any changes (including a hardware or software upgrade) to the Product or RDC Service (or both) in order to ensure compliance with regulatory changes or developments, to protect the integrity and security of the Product and RDC Service, or for any other reason determined by Bank (a “**Change/Upgrade Notice**”). Customer shall be responsible for installing or implementing the changes described in the Change/Upgrade Notice within five days from the date Bank sent the notice. Customer will also ensure that the equipment for the RDC Service is clean and operating properly and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes.

(xiii) Customer shall exercise due care in preserving the confidentiality of any user identification, Password, test key, or other code or authentication method provided by Bank or otherwise required for use of the RDC Service and shall further prevent the use of the RDC Service by unauthorized persons. Customer assumes full responsibility for the consequences of any missing or unauthorized use of or access to the RDC Service or disclosure of any confidential information or Instructions by Customer, its employees, and agents (as applicable).

(xiv) The System applies a virtual endorsement containing deposit Account information. Prior to scanning an Original Check, Customer will use a restrictive endorsement stamp or otherwise place restrictive endorsement language on back of check below the space reserved for virtual endorsement. Language should include the following at minimum: “For Remote Deposit Only at CalPrivate Bank.” If not directed otherwise by Bank, Customer will store Original Checks in a safe and secure environment for a minimum of 14 days and a maximum of 30 days after such Item has been digitized and processed. Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to Original Checks; (b) the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties; (c) such Checks will not be duplicated or scanned more than one time; and (d) such Checks will not be re-deposited or renegotiated in any form. Customer will promptly (but in any event within five Business Days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to Bank as requested to aid in the clearing and collection process to resolve claims

by third parties with respect to any Item or as Bank otherwise deems necessary. Customer will use a commercially reasonable method which is consistent with any requirements of Regulation CC and Bank to securely and permanently destroy Original Checks after Customer's retention period has expired.

(xv) Customer understands and agrees that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to Customer and the RDC Deposit Account charged for the amount of the Item plus any associated fees, which may be changed from time to time in Bank's discretion. Bank's right to charge the RDC Deposit Account will apply without regard to whether the Item is timely returned to Bank or whether there is any other claim or defense that the Item has been improperly returned to Bank.

(xvi) If the RDC Deposit Account is, or at any time becomes, an Account that is jointly owned by two or more parties (a "***joint Account***"), Customer warrants that all joint Account owners of the RDC Deposit Account agree to the terms and conditions of the Agreement and that the Agreement binds all owners of the RDC Deposit Account. Each joint Account owner further agrees that notice to one joint Account owner is notice to all joint Account owners. All joint Account owners are jointly and severally liable to Bank for any amounts owed to Bank under the Agreement, including any fees for the Product and RDC Service, any and all overdrafts to the RDC Deposit Account, and any amounts charged to the RDC Deposit Account for deposited Items that return as unpaid provided, however, that no fees for the Product or RDC Service will be charged to a personal (non-business) Account of an individual consumer.

e. Equipment. Bank may provide Customer with one or more scanners ("***Scanners***") to use the RDC Service. Use of the Scanners and any other equipment provided by Bank to use the RDC Service (collectively, "***Equipment***") is subject to the terms described in Schedule B. Customer may also be required to acquire additional hardware at its own expense. Bank does not warrant that the Equipment or any hardware acquired by Customer will work with the RDC Service or that the Equipment provided by Bank will work with any hardware Customer acquired for purposes of the RDC Service.

f. Software.

(i) At any time during the term of the Agreement, Bank may require in its sole discretion the use of Software in connection with the Product and RDC Service. To the extent any of the RDC Service involves Bank having granted Customer Software license usage rights, such grant shall be a non-exclusive, non-transferable right to access and use the RDC Service in connection with Customer's own business operations in accordance with the Documentation. Customer agrees to comply with the terms of any Software license(s) provided to Customer in connection with the RDC Service.

(ii) To the extent Bank requires the use of Software in connection with the RDC Service, Customer will implement and use the Software, as set forth in the Documentation and any applicable materials relating to the Documentation to transmit output files to Bank.

(iii) Customer acknowledges that: (a) its license to any Software that may be required for the RDC Service is directly from the Software provider, pursuant to the license agreement that appears when any such Software is electronically accessed by Customer or otherwise provided to Customer; (b) Bank may provide certain "first level" support to Customer with respect to the Software, but that Bank will have no responsibility, for maintenance, support, infringement protection, or otherwise, to Customer with respect to the Software; and (c) Customer will look strictly to the Software provider, or its successors, with respect to any issues concerning the Software that cannot be satisfactorily resolved with Bank's assistance.

(iv) Customer will use the Software solely for the purpose of transmitting output files to Bank consistent with the Agreement and not for communications with any other party. Customer will not allow access to the Software or the use of the Product by any person other than Customer and will only process Items arising from a transaction or obligation between Customer and its direct payor.

(v) Customer will not reproduce the Software or other functionality, or content included or used for the RDC Service or on which the RDC Service is based. Additionally, Customer will not decompile, reverse engineer, or disassemble the Software, or otherwise attempt to derive computer source code from the Software functionality of the RDC Service.

g. Bank Rights and Responsibilities.

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

(ii) Unless otherwise agreed by Customer and Bank, Bank will process any returned Items in accordance with applicable law and the Account Agreements.

(iii) Availability of credit from Items processed under the Agreement will be subject to Bank's funds availability schedule, which may be amended from time to time, as provided in the Account Agreement governing the applicable RDC Deposit Account or as otherwise provided by Bank to Customer. Bank may at its sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. Bank may from time to time establish exposure limitations and assign them to Customer.

(iv) In addition to any other rights Bank may have in connection with the Accounts, Bank may hold and use funds in any RDC Deposit Account following termination of the Agreement for such time as Bank reasonably determines that any Item processed by Bank prior to termination may be returned, charged back, or a cause for any loss, liability, cost, exposure, or other action for which Bank may be responsible. Without limitation, Customer recognizes that under the Code, Regulation CC and the rules of any image exchange network Bank's representations and warranties as regards Image Exchange Items and Substitute Checks may expose Bank to claims for several years following processing of the Image Exchange Item or Substitute Check.

(v) Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Bank's control. In the event of any of the foregoing failure or delays, Customer acknowledges that it may instead deposit directly with Bank any Original Items for processing and presentment, provided such Original Items have not been previously imaged and processed in connection with the Product and RDC Service. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in Bank's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or in Bank's otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(vi) Customer acknowledges that Bank may from time to time establish minimum amounts to be funded by Customer as reserve amounts. Bank will provide notice to Customer of any reserve requirement, and Customer shall immediately fund the reserve amount with good funds. Bank may withhold and use any amounts due to Customer to maintain any reserve amounts at levels specified by Bank.

(vii) Customer acknowledges and agrees that the Software and content used by Bank in the operation and provision of the RDC Service, and the copyright patent, trademark, trade secret, and all other rights in and to the technology, software, content, designs, graphics, and trademarks included as part of the RDC Service and Bank's name and product names and the website's URL (collectively, the "**Intellectual Property**"), are owned by Bank and Bank's licensors. As such, Customer will not gain any ownership or other right, title, or interest in or to such Intellectual Property by reason of the Agreement or otherwise. The computer programs, RDC Service guides, security procedures, equipment, software, and systems provided by Bank to Customer in connection with the RDC Service represents Bank's proprietary property, including Intellectual Property, and must be returned to Bank upon request.

(viii) Bank may add, delete, or change the features or functions of the RDC Service, at any time in Bank's sole discretion. If Bank deems it reasonably practicable to do so and if the change adversely affects Customer's usage of the RDC Service, Bank will notify Customer of the change in advance. Otherwise, Bank will notify Customer of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Bank may cause the RDC Service to be temporarily unavailable to Customer, either with or without prior notice, for site maintenance, security, or other reasons, and Customer acknowledges that factors beyond Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the RDC Service to be unavailable to Customer. Customer may deposit Original Checks and other items to any deposit Account at Bank in person or in any other manner permitted by agreement between Customer and Bank, and Customer will be responsible for maintaining procedures and facilities to enable Customer to do so if the RDC Service is unavailable to Customer.

h. Audit.

(i) Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with the Agreement, and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at the Customer location related to information technology, the RDC Service and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training, and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the RDC Service according to the provisions of the Agreement.

(ii) In connection with Bank's entry on the premises of Customer for the purposes of installation of Bank-provided equipment and Software, if applicable, for the purpose of conducting an on-site inspection pursuant to the Agreement, or in connection with providing support to Customer (if applicable), Bank shall not be liable or responsible to Customer or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into Customer's system, including any

which allegedly delay, alter, or corrupt the data of Customer, whether related to the transmission of Imaged Items or other data to Bank or whether caused by the equipment, Software, Bank, internet service providers, internet browsers, or other parties providing communication services to or from Bank to Customer.

i. Processing Times.

(i) The RDC Service is available for use only on Business Days during the times set forth in the Documentation, except during maintenance periods, or such other hours as established by Bank from time to time. Transmissions received by Bank after the “**Remote Deposit Cut-Off**” set forth in Section 18 on a Business Day, or on any day that is not a Business Day, are treated as occurring on the next Business Day.

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

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

(iv) If an Imaged Item is not accepted for deposit, Customer may then submit the Original Check to Bank for processing or contact the maker to reissue the Check. If Customer submits the Original Check for processing, Bank reserves the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require Customer to have the maker reissue the Check.

(v) It is Customer’s responsibility to understand and build into its transmission schedules the appropriate deadlines necessary to meet the availability schedules of Bank as set forth in the Account Agreements or as otherwise established by Bank. Customer is further responsible for understanding and building into its transmission schedule the changes in transmission windows required by time changes associated with daylight saving time.

j. Security Procedures.

(i) Customer will be solely responsible for establishing, maintaining, and following such security protocols as deemed necessary to ensure that output files transmitted directly to Bank are intact, secure, and confidential until received by Bank.

(ii) Customer agrees that the purpose of the security procedures set forth in the Agreement, including in this Section, is to verify the authenticity of Instructions transmitted to Bank in the name of Customer and not to detect an error in the transmission or content of any Instruction, and that no security procedure for the detection of such errors has been agreed upon by Bank and Customer, and that Bank will undertake no such effort. Customer agrees that Bank shall be authorized to effect the RDC Service upon receipt and verification by the System of Customer's Password(s), and that Bank is authorized to act on Instructions received upon receipt and verification by the System of Customer's Password(s). Bank assumes no responsibility for ascertaining the genuineness or authenticity of Instructions sent via the System.

k. Customer Representations and Warranties. Customer makes the following representations and warranties with respect to each Item, including Non-qualifying Items, processed by Customer:

(i) The processed Imaged Item has been transmitted in compliance with the terms and conditions of the Agreement;

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

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

(iv) All encoding, transfer, presentment, and other warranties as Bank is deemed to make under applicable law, including those under the Code, Regulation CC, and the rules of any image exchange network;

(v) There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and Customer will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check;

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

(vii) Customer will not engage in any activity directly or indirectly related to the use of the RDC Service that is illegal or fraudulent.

l. Term and Termination.

(i) Subject to the terms and conditions of the Agreement, Customer may terminate RDC Service at any time, with or without cause, upon 30 days prior written notice to Bank.

(ii) Any termination will not affect any obligations arising prior to termination. Upon termination, Bank may terminate Customer's access to the Product and RDC Service, and Customer will terminate its access to and use of the Product and RDC Service, except to the extent necessary to process and collect Items that were in process prior to the termination date. Within 30 days after termination of the RDC Service, Customer will, at its expense, promptly uninstall and remove all Software provided for the RDC Service from its computers and return to Bank all hardware and equipment provided by Bank for the RDC

Service, including Scanners, the Documentation, and any materials relating to the Documentation in its possession or under its control, destroy all copies of the Documentation and materials relating to the Documentation that cannot be returned, and upon request from Bank certify in writing to Bank that all copies have been returned or destroyed. Customer will be responsible and liable to Bank for the replacement cost of all lost, stolen, or damaged equipment that was provided by Bank to Customer in connection with the RDC Service.

m. Disclaimer, and Limitation of Liability. In addition to, and not limitation of, the limitations of liability provided elsewhere in the Agreement:

(i) BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS, AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THE AGREEMENT ARE EXCLUSIVE. BANK AND ITS LICENSORS HEREBY DISCLAIM, AND CUSTOMER HEREBY WAIVES AND RELEASES BANK, ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS, AND EMPLOYEES FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL DOCUMENTS, SERVICES, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS, EQUIPMENT, OR OTHER MATTERS PROVIDED UNDER THE AGREEMENT, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (b) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (c) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (d) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY, OR FREEDOM FROM ERROR. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT OPERATION OF THE PRODUCT WILL BE ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED.

(ii) Bank shall not be liable for any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than the breach of contract, gross negligence, or willful misconduct of Bank), including that the Original Check, Image Exchange Item, or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature.

(iii) To the fullest extent allowed by law, and subject to Bank's limitations on liability provided otherwise in the Agreement, Bank's liability for errors or omissions with respect to the data transmitted or printed by Bank in connection with the Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting, and/or representing the Image Exchange Items or Substitute Checks to the Payor Financial Institution.

30. Internal Transfer Service. Transfers between Customer's deposit Accounts with Bank are subject to the terms of Customer's Deposit Account Agreement(s) and Disclosure(s) and/or Master Account Agreement(s) ("**Account Agreements**"). Loan payments for loans at Bank are subject to the terms of Customer's loan agreements. Customer may instruct the System to make transfers between designated Accounts of Customer (and Joined Individual's Accounts and Joined Entity's Accounts) ("**Internal Transfers**") at any time on any day, but they must be made by the "**Internal Transfer Cut-Off**" set forth in Section 18 on a Business Day in order to be included in the current end of day processing.

Customer can transfer funds between any checking and savings Account that Customer has successfully enrolled in the Service. All transfers submitted after the Internal Transfer Cut-Off are effective the following Business Day. The maximum amount Customer can transfer is equal to the available balance in the designated

Account. If the Account does not have sufficient funds to complete a transfer on the date(s) Customer has told Bank to transfer funds from the designated Account, the transfer may not be completed. However, if Bank does make the transfer as an accommodation to Customer, Customer will be responsible for any overdraft that is created.

NOTE: If the designated Account is a savings or money market Account, the Account holder may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another Account of Customer or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). Customer may make unlimited transactions in person at a teller window, by messenger, by mail, or at an ATM. If Customer exceeds the transaction limits on an Account, it may be closed and/or converted to a checking Account by federal regulation. A “*preauthorized transfer*” includes any arrangement to pay a third party from the designated Account upon written or oral Instruction (including an order received through the ACH) or any arrangement to pay a third party from the designated Account at a predetermined time or on a fixed schedule.

31. Mobile Remote Deposit Capture Service. The Mobile Remote Deposit Capture Service (“*mRDC Service*”) allows Customer to remotely deposit paper checks into an eligible Account by creating an Electronic Deposit through Bank’s Mobile Deposit Application, which is processed like a paper check.

- a. Additional Definitions. Additional definitions applicable to this Section are as follows:
 - “*Basic mRDC Service*” means those certain mobile remote deposit capture services made available to Customer even if Customer has not expressly enrolled in the mRDC Service.
 - “*Check Image*” means an electronic image of an original paper draft (check), payable on demand, and drawn on (or payable through) an office of a United States bank.
 - “*Capture Device*” means the mobile device (camera), software, or web-based applications used by Customer to prepare a Check Image, create an Electronic Deposit, and access the mRDC Service.
 - “*Electronic Deposit*” means the package of information (including the Check Image, dollar amount information, deposit Account information, etc.) that is transmitted to Bank allowing for the deposit, processing, and collection of the item.
 - “*MICR Data*” means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks, comprised of routing, transit, Account, and check serial numbers.
 - “*Mobile Deposit Application*” means: (i) Bank’s downloadable mobile application for use on a mobile device or mobile smart telephone which enables transmission to Bank of the Check Image; and/or (ii) the link provided by Bank on its website which enables transmission to Bank of the Check Image.
 - “*Substitute Check*” means a paper reproduction of a check that satisfies the requirements and definition of “substitute check” set forth in Regulation CC.

- b. Account Eligibility and Limitations. The deposit Accounts with which Customer may use the mRDC Service to deposit items are the RDC Deposit Accounts. Notwithstanding the foregoing, Customer may,

subject to the terms of the Agreement, use the Basic mRDC Service with respect to any of Customer's deposit Accounts to the extent Bank makes such Basic mRDC Service available. Bank reserves the right in its sole discretion to terminate or suspend Customer's access to an Account through the mRDC Service at any time and with or without notice to Customer. For example, if an Account has no items presented for deposit through the mRDC Service for a period of 90 days Bank may terminate Customer's access to such Account through the mRDC Service.

c. Security Procedures. Customer must comply with all security procedures for the mRDC Service that are established by Bank or set forth in any written user requirements communicated to Customer. Customer is solely responsible for: (i) maintaining its own internal security procedures for maintaining, marking, and destroying paper items deposited using the mRDC Service; (ii) safeguarding the security and confidentiality of any information obtained from Customer's deposited checks that may be printed from, stored on, or transferred from, the Capture Device; and (iii) preventing errors or unauthorized access to the Capture Device. The Customer agrees that the purpose of the security procedures set forth in the Agreement, including in this Section, is to verify the authenticity of Instructions transmitted to Bank in the name of the Customer and not to detect an error in the transmission or content of any Instruction, and that no security procedure for the detection of such errors has been agreed upon by Bank and the Customer, and that Bank will undertake no such effort. Customer agrees that Bank shall be authorized to effect the mRDC Service upon receipt and verification by the System of the Customer's Password(s), and that Bank is authorized to act on Instructions received upon receipt and verification by the System of Customer's Password(s). Bank assumes no responsibility for ascertaining the genuineness or authenticity of Instructions sent via the System.

d. Bank's Responsibility; Limitation of Liability. In addition to, and not limitation of, the limitations of liability provided elsewhere in the Agreement, Bank is not liable for system failures or temporary service disruptions that cause the mRDC Service to be unavailable. If the mRDC Service is unavailable, Customer is responsible for carrying out its business through alternative channels. Further, Bank is not liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted using the mRDC Service. Furthermore, Bank is not liable to Customer for a failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which Customer has not provided Bank with full and correct MICR Data and dollar amount from the original paper check; (ii) for which Customer has not provided an accurate and legible image of the original paper check; (iii) for which Customer has failed to comply with formatting standards or other guidelines required by Bank; or (iv) that would violate the Agreement or any other agreement between Customer and Bank.

e. Determination of Items Eligible for the mRDC Service. Customer may only create a Check Image of items made payable to Customer individually or to Customer alternatively with another person or persons (John Doe or Jane Doe); jointly payable items (John Doe and Jane Doe) may not be deposited using the mRDC Service unless both parties have endorsed the item. Without limiting the preceding sentence, Bank reserves the right to reject any deposit for any reason and the following items are specifically not eligible for deposit using the mRDC Service:

- U.S. Treasury checks;
- Checks, including travelers checks, that are drawn on banks located outside of the United States;
- Money orders and postal money orders;
- Credit card checks;

- Checks payable in a medium other than U.S. dollars;
- Non-cash items (as defined under Section 229.2(u) of the Federal Reserve’s Regulation CC);
- Promissory notes and similar obligations, such as savings bonds;
- Third party checks;
- Pre-existing substitute checks;
- Checks that have been previously returned as unpaid or uncollected;
- Checks greater than 180 days old;
- Checks which are drawn on a deposit Account of Customer at Bank or any other financial institution, or a deposit Account of any business entity of which Customer is a principal, officer, or authorized signer (unless prior approval is granted by Bank in writing);
- Checks that contain erasures or checks that have been altered; and
- Any other class of checks or drafts as identified by Bank to Customer from time to time.

f. Creating an Electronic Deposit.

(i) The check must be deposited into an Account of one of the payees.

(ii) System applies a virtual endorsement containing deposit Account information. Prior to submitting an Electronic Deposit using a mobile device, customer will use a restrictive endorsement stamp or otherwise place restrictive endorsement language on back of the check below the space reserved for virtual endorsement. Language should include the following at minimum: “For Remote Deposit Only at CalPrivate Bank.”

(iii) Customer is responsible for creating an accurate Check Image and inputting the correct dollar amount of the check into the Capture Device. In creating the Check Image, Customer must ensure that the MICR Data, check number, and name of the maker of the check are commercially printed on the check. Any defects such as tears or alterations may prevent the Capture Device from creating an accurate Check Image, causing the Electronic Deposit to be rejected. If Customer receives error messages indicating that the Electronic Deposit has been rejected, then the check must be physically deposited at Customer’s local bank branch.

(iv) Customer is responsible for the inspection of all Check Images to ensure the legibility of the Check Image including the dollar amount, the signature of the person who made the check, presence of restrictive endorsement stamp or language, and for ensuring that any and all information on the paper check is accurately captured and legible in the resulting Check Image. If any information is not accurately captured and legible, Customer may cancel the scan/photograph and rescan/re-photograph the physical check. Any physical check that continues to yield an illegible Check Image after repeated scanning/photographing attempts must be physically deposited at Customer’s local branch.

(v) Customer acknowledges that the Capture Device may not capture all security features (e.g., watermarks) contained in or on the original paper checks, and Customer must manually examine the paper

item to determine authenticity prior to creating a Check Image or submitting an Electronic Deposit. Customer agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.

g. Submitting an Electronic Deposit. Performance of the mRDC Service may be affected by external factors such as communication network latency. An Electronic Deposit is not considered “received” by Bank for deposit until the entire Electronic Deposit transmission is received by Bank and accepted at the location where Bank or its designated agents post the credit to the Account. Customer shall remain liable for, and Bank shall not be accountable to Customer for, Electronic Items not received by Bank. If Customer believes it may have deposited a check more than once, Customer shall call Bank immediately.

h. Deposit Limits. Customer is limited in the amount that Customer may deposit at any given time using the mRDC Service. Unless Bank specifically agrees otherwise in writing, Customer will not use the mRDC Service to deposit any check or checks that exceed the deposit limitations that may be established by Bank and described in the RDC Form. The deposit limits described in the RDC Form may be changed in Bank’s sole discretion from time to time. A change in the deposit limits shall be effective upon Bank providing notice of the change to Customer. The following deposit limits may apply to each Account:

- Per-Item limit – Limits the value of each item that Customer deposits and applies to each separate item that Customer deposits.
- Daily limit – Limits the total combined value of all items deposited in a single Business Day and/or the number of items deposited in a single Business Day. Deposits made after the daily cut-off time or on a non-Business Day (as explained in the “Funds Availability” subsection below) will apply to the daily limit of the next Business Day.
- Monthly limit – Limits the total combined value of all items deposited, and the total number of items deposited, in a single calendar month.

i. Funds Availability. The availability of funds to Customer is subject to the funds availability policies outlined in the most current version of Customer’s Account Agreements and disclosures made available to Customer, such as those disclosures made at Account opening. Bank is not liable for transactions Customer initiates before the funds are available for Customer’s use. Until Customer receives confirmation that the funds are made available, Customer may not withdraw the funds in cash and Bank may not use the funds to pay items that Customer has written or honor other withdrawals Customer requests. If Bank pays items that Customer has written or honors other withdrawals before funds are available to Customer, Bank may charge a fee. Deposits submitted and deemed received before the “**Mobile Deposit Cut-Off**” set forth in Section 18 on a Business Day will be deemed deposited on that Business Day. Deposits submitted and deemed received after the Mobile Deposit Cut-Off on a Business Day (or items deposited on a non-Business Day) will not be processed until the next Business Day, which will be deemed the day of the deposit.

Even after an item has “cleared” and Bank has made funds available to Customer, and Customer has withdrawn the funds, Customer is still responsible for items Customer deposits that are returned to Bank unpaid and for any other problems involving the deposit.

j. Returned or Rejected Items. If a check that is deposited using the mRDC Service is returned to Bank for any reason (such as non-sufficient funds), Customer agrees that Bank may charge the Account for any and all fees associated with the returned item. Customer will not be charged the returned item fee for rejected

items. Items that are rejected for deposit using mRDC Service may be re-presented for deposit at a physical branch of Bank.

k. Collection of an Electronic Deposit. Electronic Deposits are processed similarly to traditional deposits; the mRDC Service does not process Electronic Deposits through ACH conversion. Bank will determine the manner in which it will seek to collect an Electronic Deposit and Bank reserves the right to process an Electronic Deposit by any of the following methods:

- Present or transfer the Check Image to the paying bank, a Federal Reserve Bank, image share/exchange network, or other collecting bank;
- Create a Substitute Check from the Check Image and collect the Substitute Check; or
- Request that Customer provide to Bank the original paper check from which the Check Image was created and then collect the original paper check.

Bank may, in its sole discretion, reject, repair, alter, amend, re-format, or convert the Check Image or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but Bank has no obligation to do so. If Bank requires that Customer comply with certain formatting standards or other guidelines when submitting Electronic Deposits and Customer declines to implement, or comply with, such standards or guidelines, Customer acknowledges that Bank is not liable for any error or loss that results from Bank's processing of such Electronic Deposit, or any delays caused from Bank's re-formatting or conversion of the Electronic Deposit prior to processing. Bank will have no liability to Customer or any other person in the event that Customer's deposited check is processed as, or converted by Bank to, a Check Image or Substitute Check.

l. Marking, Retaining, and Destroying Original Paper Checks. To mitigate the risk of potential fraud or the presentment of duplicate items, Customer agrees all checks will have a restrictive endorsement stamp or language "For Remote Deposit Only at CalPrivate Bank" present on the back of original paper check prior to being deposited electronically. Customer must destroy the original paper check in accordance with the Agreement and employ commercially reasonable methods to securely store the original paper check until destruction. Customer agrees to securely store all deposited checks in a location away from daily processing activities. To help ensure that checks are not electronically processed more than once or physically deposited at Bank after being electronically deposited, Customer will establish procedures to ensure that only authorized persons have access to these checks. Customer agrees to retain all checks for at least 14 days after the deposit is made in case a check is returned and Customer needs to collect on the check by re-depositing the original item. Customer agrees to destroy all deposited checks no later than 30 days after deposit. Cross-cut shredding is strongly recommended for check destruction. At Bank's request, Customer must provide the original paper check to Bank if the original paper check has not been destroyed by Customer and Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit. In the event Bank, in its sole discretion, determines that it requires the original paper check for re-presentment in order to collect a returned Check Image or Substitute Check, Customer is responsible for providing to Bank the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.

m. Representations and Warranties by Customer. With respect to each Electronic Deposit that Customer transmits to Bank, Customer is deemed to make any representation or warranty that would have applied had Customer deposited the original paper check. In addition, Customer is deemed to make to Bank any representation or warranty that Bank makes under any applicable law, clearinghouse rule, Federal Reserve Operating Circular, bilateral agreement, or otherwise, to any person (including to a collecting Bank, a Federal

Reserve Bank, an RDFI, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents, or originates the Electronic Deposit, or a Substitute Check created from that Check Image. These representations and warranties include that: (i) the transmissions contain accurate images of the front and back of the original checks; (ii) the transmissions contain all necessary endorsements; and (iii) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.

n. Additional Limitations of the mRDC Service. The mRDC Service is only available for use within the United States. Bank reserves the right to periodically audit Customer's eligibility for the mRDC Service, security, and information technology processes, and to require Customer to implement reasonable and necessary controls. Once a Check Image has been received for deposit, Bank is not able to delete or remove the item from the collection process and it becomes subject to the funds availability policy described herein.

32. Lockbox Services. Bank may make available to Customer certain lockbox services through Bank's relationship with Union Bank, N.A. ("**UB**"). "**Lockbox Services**" has the same definition as the term "Lockbox Services" used in UB's Business Accounts & Services and Transaction Banking Services - Disclosure and Agreement, but only if such services are provided to Customer through Bank pursuant to the Agreement. Customer acknowledges that Bank makes such Lockbox Services available to Customer subject to the terms and conditions of UB's agreements with Bank ("**Correspondent Agreements**"), which agreements are not intended to and do not benefit Customer as a third-party beneficiary or otherwise. Customer acknowledges that it shall have no recourse against UB in connection with or related in whole or in part to any Lockbox Services. Customer acknowledges that its ability to utilize the Lockbox Services is subject to, among other things, the availability of such services to Bank under the Correspondent Agreements. Bank has no obligation to Customer or to any other person to take or refrain from taking any action with respect to the Correspondent Agreements, over which Bank maintains sole and absolute discretion.

a. Lockbox Services. Before Customer may use or utilize any Lockbox Services, Customer shall satisfy all requirements of Bank and of UB in connection with such services, including executing an IRS Form W-9 and accepting certain separate and additional terms and conditions, which may include terms and conditions between Customer and UB and not Bank. Subject to all of its rights and remedies under the CalPrivate Account Documentation and under law, Bank will act as a liaison between Customer and UB in the implementation of Lockbox Services. In such capacity, Bank will open one or more "zero balance" Accounts at UB for the benefit of Customer to be used in the processing of items payable to Customer (collectively, "**Lockbox Accounts**"). On the first Business Day after funds are received in a Lockbox Account, Bank will transfer that amount to Customer's deposit Account(s) at Bank (the "**CalPrivate Accounts**").

b. Bank's Limited Role. Customer acknowledges that Bank does not directly provide or perform any services in connection with the Lockbox Services, except as expressly described in the Agreement. Bank shall not be considered a fiduciary, and no implied covenants or obligations shall be read into the Agreement against Bank. Bank will handle Funds Transfers into the CalPrivate Accounts subject to the terms and conditions of Customer's agreements with Bank. Bank is not responsible for any delays or discrepancies in funds settlement or Funds Transfers from or involving the Lockbox Accounts. Customer shall review all confirmations, and notices related to the Lockbox Accounts and to the CalPrivate Accounts promptly and shall address any and all questions and disputes involving the Lockbox Services to UB for the purpose of resolution, but UB will have no obligation to Customer. Bank will cooperate in the resolution of such questions and disputes.

c. Reliance on Customer Information; Authorization to Share Information. Bank is entitled to rely on any notice, communication, or Instruction believed by it in good faith to be genuine or to have been signed

by, transmitted by, or authorized by a representative of Customer. Customer acknowledges that UB has no obligation to act on any notice, communication, or Instruction given by Customer. To the fullest extent permitted by law, Bank may share and disclose information pertaining to Customer with and to UB and with other third parties.

d. Charges Payable by Customer. Customer shall pay Bank all applicable fees and charges assessed by Bank related to the Lockbox Services, and furthermore shall reimburse Bank for all fees and charges that any third party may impose on Bank because of or involving transfers from the Lockbox Account(s), Customer's activities involving Lockbox Services, or the Agreement. The amount of fees may change, including increase, from time to time, and may vary from month to month due to the volume of Customer's activity. Customer authorizes Bank to automatically withdraw any and all such fees and charges from the CalPrivate Accounts, or from any other Account of Customer's maintained at Bank.

e. Limitation of Liability. Bank's duties and responsibilities shall be limited to those set forth in the Agreement. In no event shall Bank be liable for: (i) any punitive, indirect, consequential, or special damages or lost profits, even if Bank has been advised of the possibility of such damages; (ii) the acts or omissions of a contractor, vendor, processor, third-party servicer, or vendor used by Customer or Bank, or any loss, cost, damage, or expense incurred by any person or entity in connection therewith; (iii) Customer negligence or breach of any agreement with Bank; (iv) any loss, cost, expense, or damage to Customer in connection with any communication link, software, or any technical computer service, or Customer's or Bank's use thereof; (v) any ambiguity, inaccuracy, or omission in any Instruction or information provided to Bank; or (vi) the application of any government rule, guideline, policy, or regulation.

33. Wire Transfer Service. The Wire Transfer Service allows Customer to create and send wire transfer requests. Customer and its Authorized Wire Agents may submit requests to Bank for Bank to process a Wire Transfer ("**Request**") in accordance with the terms and conditions of the Agreement. Subject to the terms of the Agreement, Bank reserves the right to execute a Request received in the name of Customer. Subject to Bank's approval, Requests may be made in person at a branch of Bank, by facsimile, by email, or electronically via Bank's online banking System. Customer is responsible for all Requests to the fullest extent provided by law and as set forth in the Agreement. Bank reserves the right to choose the Wire Transfer system to be used when acting upon a Request.

a. Certain Definitions. Unless otherwise defined in the Agreement or in any Supporting Documents, capitalized terms shall have the meanings provided in the Federal Reserve Board's Regulation E, 12 C.F.R. Part 205. A "**Wire Transfer**" is a Payment Order as defined in Division 11 of the Code and for purposes of the Agreement is limited to transfers conducted by FedWire or other wire transfer systems. Except for those Wire Transfers subject to Subpart B of Regulation E, if any, a Wire Transfer does not include any transaction governed by the Electronic Fund Transfer Act or Regulation E, as may be amended from time to time. Any requests for Funds Transfers other than Wire Transfers are not governed by this Section and are subject to the terms and conditions applicable to such transfers.

b. Supporting Documents; Relationship to Other Agreements. The Wire Transfer Service, and the rights and obligations of Bank and Customer, may be more specifically described in the following: user guides, user manuals, set-up forms, and other user materials, including online terms and information, as updated from time to time (collectively, "**Supporting Documents**"). The Agreement includes the Supporting Documents and all appendices, schedules, and exhibits hereto. In the event of any conflict between the terms of this Section and the terms of any Supporting Document or appendix, schedule, or exhibit, the terms of this Section shall control to the extent of the conflict.

c. Form and Accuracy. All Requests must be provided to Bank, and Requests may be required to be in a form prescribed by Bank. Customer assumes the sole responsibility for providing Bank with accurate transaction information in the form and format that Bank requires. Bank is not responsible for confirming such information, or for failing to detect and reject duplicate Requests. If Customer provides Bank with a Request that is incorrect in any way, Customer agrees that Bank has the right to charge Customer's Accounts held at Bank for the transaction whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Customer's transfer or payment Instructions.

d. Payment Account Designation. Customer agrees to designate the Account held at Bank from which funds will be deducted to pay for a Request each time a Request is initiated ("**Payment Account**"). Customer authorizes Bank to debit the Payment Account or any other Account maintained by Customer at Bank for the amount of the Request plus any fees or other amounts due Bank in connection with the Wire Transfer Service.

e. Sufficient Funds. Customer agrees to maintain sufficient available funds (as determined under Bank's funds availability policy) in the Payment Account to cover all Requests and applicable fees, or such higher amounts as Bank specifies from time to time. Customer acknowledges that Bank does not control intermediary banks, including intermediary banks chosen by Bank, and that Bank does not control whether intermediary banks deduct fees as part of the processing of a Wire Transfer. Customer agrees that Customer's funds may be held by Bank for a period of time during the term of the Agreement and following termination of the Wire Transfer Service, to protect Bank against any possible losses relating to the use by Customer of the Wire Transfer Service. If Bank does hold funds, Bank reserves the right to treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer Instructions) in any order Bank chooses. If Customer does not have sufficient or available funds or credit in the Payment Account, Bank reserves the right to charge any Account of Customer's held at Bank. Alternatively, and at Bank's sole discretion, Bank reserves the right to overdraw Customer's Payment Account, in which case Customer may be charged an overdraft or other fee (such as fees for returned checks or other electronic items). Customer agrees to immediately pay Bank for any such overdraft and fee. Notwithstanding the foregoing, any overdrafts to Customer's Account will be subject to the Account Agreement. Nothing in the Agreement shall be construed as Bank's commitment or obligation to lend Customer money.

f. Requests; Authorized Wire Agents. Customer acknowledges and agrees that any Administrator may, via the online banking System, enable any User to make a Request using the System (each such person, an "**Authorized Online Wire Agent**"). Any Request made via the System shall be deemed authorized by Customer, regardless of whether the Authorized Online Wire Agent also constitutes an Authorized Wire Agent (as defined below). As used in the Agreement, in connection with any Request made using the System, an Authorized Online Wire Agent shall be deemed an Authorized Wire Agent. Customer agrees that each individual named as an authorized wire agent in the Application is authorized to submit Requests from any Payment Account (subject to Bank's acceptance of such method) (each such person, an "**Authorized Wire Agent**"). An Authorized Wire Agent's authority, and under the Agreement, is in addition to any other authority the Authorized Wire Agent, in any capacity, has been given by Customer, including by any Administrator, and is in addition to all other actual or apparent authority that the Authorized Wire Agent may have. Except as expressly provided in this Section, any additions or deletions of Authorized Wire Agents will require execution of a new Wire Transfer Authorization form. Bank will require that each Authorized Wire Agent complete, execute, and deliver to Bank an Authorized Representative Data Sheet. Bank may require the Authorized Wire Agent to do this from time to time, on more than one occasion. Customer acknowledges and agrees that Bank may use the information in any Authorized Representative Data Sheet in providing services to Customer, and also in providing services to any number of other customers of Bank, whether such other customers are known or unknown to Customer,

and that Bank may also use information in any Authorized Representative Data Sheet for any other lawful purpose. Customer acknowledges that it has no expectation of privacy or secrecy in the information contained in any Authorized Representative Data Sheet.

g. Security Procedures. Customer wishes to establish additional security procedures (“**Wire Security Procedures**”) for purposes of authenticating Requests transmitted pursuant to the Agreement in the name of Customer and delivered to Bank, and Bank has agreed to authenticate Requests using the Wire Security Procedures on the terms and conditions contained herein. If Bank takes any action not provided in the Wire Security Procedures in connection with any Request, such additional action shall not be deemed to become a mandatory part of the continuing Wire Security Procedures. Requests made in person by Customer or Customer’s Authorized Wire Agent will require acceptable identification presented at the time of the Request, and verification of a fully executed Wire Transfer Authorization form and execution of a Wire Transfer Request form in the presence of a Bank employee. Requests made via public email must be transmitted to Bank from an email address identified by an Authorized Wire Agent in that person’s most recent Authorized Representative Data Sheet. Requests made via public email, or made via telefacsimile, will be authenticated by Bank by means of a telephone call to a pre-agreed telephone number of the Authorized Wire Agent who originated the Request, which number has been identified by the Authorized Wire Agent on their Authorized Representative Data Sheet. Requests made via the System will be authenticated by Token Users. Customer agrees that the terms of the Treasury Management Security Token User Authentication and Authorization form are terms of the Agreement, and that the procedures described therein are Wire Security Procedures. Requests so authenticated will not be separately authenticated by Bank. Customer, for itself and on behalf of all of its Token Users, agrees that Tokens are strictly confidential and unique to the Token User to whom a Token is issued, and that access to all Tokens and to all mobile devices used by Token Users (in their capacities as Token Users) must be safeguarded by Customer as part of the Wire Security Procedures. Customer shall be fully and solely responsible for ensuring the security and confidentiality of all Tokens, for all actions of its Administrators. Customer acknowledges that anyone with access to, or knowledge of, a Unique Identifier or a Token will be able to properly authenticate or approve a Request, and that Bank has no obligation except to verify the accuracy of the Unique Identifier or Token in connection with the Request. Customer authorizes Bank to execute a requested Wire Transfer pursuant to the Instructions of anyone who provides the Token generated in connection with that Request, and acknowledges that Bank shall conclusively deem that any person providing a Token is Customer or a Token User of Customer, and that the resulting Payment Order shall conclusively be deemed requested and authorized by Customer. If Customer becomes aware of the unauthorized use of a Token, or suspects that an unauthorized use may occur, or if Customer has terminated authorization for an Authorized Wire Agent or a Token User, Customer shall immediately notify Bank in a manner not inconsistent with the Agreement.

If Bank is unable to verify the identity of an Authorized Wire Agent, Bank retains the option not to process the Request. If Bank is to contact any person as a part of the Wire Security Procedures, Bank is only required to make one attempt to contact such person.

Customer agrees that the Wire Security Procedures provide a commercially reasonable method for verifying whether a Request is an authorized Request by or for Customer. Customer agrees not to use the Wire Transfer Service if Customer is unable to determine that the Wire Security Procedures will provide a commercially reasonable method for verifying that a Request is Customer’s. As part of the review, Customer will consider the size, type, and frequency of the Requests Customer will make or anticipates making, along with such other factors as Customer may deem relevant or appropriate. If the size, type, or frequency of Requests made by Customer, or other factors, change such that the Wire Security Procedures in use by Customer no longer provides a commercially reasonable method of providing security against unauthorized Requests, Customer

shall notify Bank in writing, and Customer shall not make any use of the Wire Transfer Service and shall not make any Request (and shall not permit or authorize any person to use any of the Wire Transfer Service or to make any Request), unless and until Customer notifies Bank in writing at the same address that Customer deems the Wire Security Procedures commercially reasonable. Customer agrees that Bank will use the Wire Security Procedures to verify the authenticity of Requests, but that the Wire Security Procedures are not designed to and are not used for the purpose of detecting error.

Bank reserves the right to offer to Customer or require Customer to use additional or alternative security procedures from time to time. If Customer does not implement any such additional or alternative security procedure, Customer's access to some or all of the Wire Transfer Service may be limited. The term "Security Procedures" will include any additional or alternative security procedure accepted or used by Customer. Customer's acceptance or use, at any time, of any additional or alternative security procedure will evidence Customer's agreement that the modified Wire Security Procedures are commercially reasonable for Customer's use of the Wire Transfer Service. By rejecting any additional or alternative security procedure offered by Bank, Customer chooses the Wire Security Procedures as its security procedures. Customer may reject an additional or alternative security procedure offered by Bank only if Customer determines and agrees that the Wire Security Procedures are nonetheless consistent with Customer's wishes expressed to Bank, with the circumstances of Customer known to Bank (including the size, type, and frequency of Payment Orders normally issued by Customer to Bank), and with security procedures in general use by those persons similarly situated to Customer.

If Bank acts on a Request in compliance with the Wire Security Procedures, then Customer will be obligated on the Request and it will be treated as Customer's Request, whether or not authorized by Customer.

Any Request received by Bank will be treated as Customer's and will bind Customer whether or not Bank complied with the Wire Security Procedures, and regardless of whether the Request was erroneous in any respect or that any loss would have been prevented if Bank had complied with the Wire Security Procedures, as long as: (i) the Request is authorized by Customer; (ii) the Request is delivered to Bank directly or indirectly by any Authorized Wire Agent of Customer; or (iii) Customer would otherwise be legally bound by the Request.

Customer acknowledges and agrees that persons may gain access to any online banking user Account of Customer if such person gains access to another online banking user Account that is linked to Customer's online banking user Account, which other Account may or may not be an online banking user Account belonging to or accessible by an Authorized Wire Agent or Token User (a "**Linked Account**"). Bank has no duty to Customer to apply any security procedure or procedures in connection with any Linked Account, and Customer is not an intended beneficiary of any agreements between Bank and any other person regarding any Linked Account, or of any actions Bank does or does not take in connection with any Linked Account. Customer acknowledges and agrees that the security procedure or procedures which apply to a given Linked Account, but only such security procedures as are required in order to access the Linked Account and link therein to Customer's online banking user Account ("**Relevant Linked Account Security Procedures**"), shall be the exclusive Wire Security Procedures applicable to the making of each and every Request using Customer's online banking user Account in cases where such Customer Account was accessed via the Linked Account in connection with the making of a given Request. Bank shall have no duty to give Customer any description or information whatsoever regarding Relevant Linked Account Security Procedures or any security features that apply or might apply to a Linked Account. Customer shall not allow the creation or existence of a Linked Account without first, and continually, independently determining that Relevant Linked Account Security Procedures are commercially reasonable as Customer's Wire Security Procedures as provided herein. So long as any Linked Account exists, Customer represents and warrants to Bank that it has determined, and Customer agrees, that its Wire Security Procedures including the Relevant Linked Account Security Procedures are

consistent with Customer's wishes expressed to Bank (regardless of whether Customer has met its duty to independently investigate and determine the nature of the Relevant Linked Account Security Procedures), that the Wire Security Procedures including the Relevant Linked Account Security Procedures are consistent with the circumstances of Customer known to Bank (including the size, type, and frequency of Payment Orders normally issued by Customer to Bank), and are consistent with security procedures in general use by those persons similarly situated to Customer. Relevant Linked Account Security Procedures are subject to change at any time for any reason pursuant to such agreements that may exist between Bank and the holder of the Linked Account. Bank makes no warranty or representation or commitment of any kind to Customer that the security procedures applied to a Linked Account, including the Relevant Linked Account Security Procedures, will prevent or limit unauthorized access to the Linked Account, or through it to any linked Account of Customer, or the making of unauthorized Requests by virtue of such access. Customer acknowledges that the risk of such unauthorized Requests is Customer's alone, and that Bank shall not be liable to Customer or to any other person in connection with any such unauthorized Request.

To the extent Customer authorizes a third party to access the Wire Transfer Service on Customer's behalf, Customer will be solely responsible and liable for all actions and inactions of said third party. Customer expressly assumes the risks associated with providing Wire Transfer Service access rights to its agents or third-party vendors, including the risk of the unauthorized or erroneous transactions. Bank will not be responsible, nor have any liability whatsoever for any services Customer receives from Customer's agents or third-party vendors. Bank reserves the right to require Customer to agree to additional terms and conditions as a condition precedent to Customer's use of any agent or third-party vendor in connection with Customer's access to the Wire Transfer Service.

Customer shall use and safeguard all information related to the Wire Transfer Service, Wire Security Procedures, Supporting Documents (if any), and related software (if applicable), only in accordance with the Agreement. Customer will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the Wire Transfer Service, Wire Security Procedures, Supporting Documents (if any), or related software (if applicable). Customer shall prevent all persons except those who Customer has duly authorized and identified as its Administrators, Authorized Wire Agents, or Token Users, as the case may be, from accessing or using any part of the System or the Wire Transfer Service. Customer shall prevent all of its Administrators, Authorized Wire Agents, Token Users, Users, and authorized agents from accessing or using any part of the System or the Wire Transfer Service except within the scope of such person's authority and shall prevent such persons from otherwise using the System or otherwise acting in violation of the Agreement or any other agreement between Customer and Bank. If Customer does not prevent a person (including its Administrators, Authorized Wire Agents, Token Users, Users, information technology system administrators, systems managers, and any other person with access to Customer's information technology systems or Account management systems) from having access to the System or from acting within the scope of such person's authority and consistent with all agreements between Customer and Bank, Bank shall have no duty to Customer, or to anyone, in connection with or arising from such access, use, or actions. Specifically, but without limitation, Bank shall have no duty to prevent, impede, or detect any such access, use, or actions, or to apply any security procedures other than the Wire Security Procedures, and Bank shall not be responsible or liable in any way for any losses suffered or threatened to Customer, any such person, or any third party, whether caused directly or indirectly, in whole or in part, by such access, use, or actions, the prevention of which is Customer's duty alone. Customer shall have the sole responsibility for ensuring, and shall ensure, that there are adequate software and hardware security measures in place protecting Customer's information technology, computers, electronic devices, local or remote document storage, and software-as-a-service (SAAS) tools, to prevent the making of fraudulent Requests, or which could otherwise impair the effectiveness of any Wire Security Procedure. Such measures shall include, but are not

limited to, maintaining updated and robust anti-virus, spyware, malware, key logger detection software, firewalls, and any other “crimeware” protection programs, all of which shall be generally regarded as safe and effective in the market for such measures.

Customer assumes all risks associated with disclosure of any part of the Wire Security Procedures, including to its employees or agents. Customer agrees to limit disclosures of Wire Security Procedures to those employees or agents Customer will authorize to access the Wire Transfer Service on Customer’s behalf, or who have a specific need to know. Customer agrees to follow all requirements and guidance that may be outlined in the Supporting Documents. Customer agrees to promptly change security codes and Passwords, as applicable, in the event of any change in personnel or when reasonably prudent to do so.

Bank is not obliged to act on a Request that is not transmitted in accordance with the Wire Security Procedures. However, Bank reserves the right to act on an incomplete Request at its sole discretion, including if, in Bank’s reasonable opinion, it contains sufficient information. Bank has no duty to discover, and shall not be liable for, errors or omissions made by Customer or the duplication of any Request by Customer.

Any person identified by Customer in the Supporting Documents or so designated by any subsequent notice delivered to Bank may receive information and notices regarding the Wire Transfer Service, and is authorized to transact all business, enter all agreements, and sign and deliver all documents in connection with the Wire Transfer Service. If the identity of such a person changes, Customer will promptly notify Bank. Bank will have a reasonable time after receipt of a notice or other Request to act on it.

h. Recalls, Cancellations, or Amendments. If Customer informs Bank that it wishes to recall, cancel, or amend a Request after it has been received by Bank, Bank reserves the right to, but will not be required to, use its reasonable efforts to assist Customer to do so, but shall not be liable for any loss, cost, or expense suffered by Customer if Bank does not, or is unable to, amend, cancel, or recall that Request.

i. Account Transfer Limitations. As provided in the Account Agreement, federal regulations limit certain types of transactions/transfers from a money market or savings Account. If Customer exceeds these limits, Bank reserves the right to impose a fee, close or convert Customer’s Account, limit Customer’s use of the Wire Transfer Service, or any combination of the foregoing.

j. Delay or Refusal to Process Request; Use of Wire Transfer Service. Bank reserves the right to, in its sole discretion, delay or refuse to process any Request or other requested Wire Transfer Service, including inbound or outbound transfers, for any reason or for no reason. Bank reserves the right to provide notice of such delay or refusal to Customer but is not obligated to do so. Without limiting the foregoing, Bank reserves the right to delay or refuse processing, including the posting of an inbound credit to Customer’s Account(s) or the processing of an outbound transaction, if for example: (a) processing would or may exceed the available funds in Customer’s affected Account; (b) the Request is not authenticated to Bank’s satisfaction or Bank believes it may not have been authorized by Customer; (c) the Request contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any laws or rules applicable to Customer or to Bank; (f) the Request is under review by Bank; or (g) for any other reason as determined in Bank’s sole discretion. In addition, Bank shall be excused from failing to transmit or delay in transmitting a Request if such transmittal would result in Bank’s having exceeded any limitation upon Bank’s intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank’s reasonable judgment otherwise may violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

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

k. Availability of Wire Transfer Service. Bank reserves the right to cause the Wire Transfer Service to be temporarily unavailable to Customer, either with or without prior notice, for security or other reasons, and Customer acknowledges that factors beyond Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the Wire Transfer Service to be unavailable to Customer. In such event, Customer must make alternative arrangements for scheduled transactions and Customer will be responsible for maintaining procedures and facilities to enable Customer to do so if the Wire Transfer Service is unavailable to Customer.

l. Inconsistencies. If a "beneficiary" (as defined in Division 11 of the Code) of a Request is identified by both name and Account number, payment may be made by Bank and by any other financial institution based on the Account number even if the name and the Account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a Payment Order by both name and Account number, Bank and other financial institutions may rely on the Account number even if the name and the Account number are not consistent or identify different parties.

m. Provisional Credit. Credit for a Wire Transfer is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, Customer is not deemed to have made payment to the beneficiary and the beneficiary's bank is entitled to a refund of the provisional credit from the beneficiary.

n. Confirmation: Duty to Review and Report. Bank reserves the right, but is not required, to provide or make available a confirmation of advice based on the request of Customer and in any case shall include the Wire Transfer as part of the Account statements provided by Bank to Customer. Customer agrees to examine the confirmations and monthly Account statements promptly upon receipt or availability, whichever occurs first. Customer shall notify Bank immediately and in no event later than 14 days after receipt or availability, whichever occurs first, of the advice or statement for the existence of any errors or irregularities reflected on the confirmation or Account statement. Failure to notify Bank within 14 days shall relieve Bank of responsibility for errors or irregularities that may arise after the fourteenth day. However, Bank reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said 14-day period.

o. International Wire Transfers. Customer understands and acknowledges that international Wire Transfers involve several risks, including the volatility of exchange rates, the political, technological, or economic situation in the foreign country, United States government regulation of such transactions, and non-Business Day or weekend risks.

p. Return of Payment Request. Customer agrees that if a Wire Transfer related to a Request is returned for any reason, Customer will accept as repayment in full the dollar amount of the Wire Transfer, less any applicable fees.

q. Cut-Off Hours. Prior to submitting a Request, Customer shall contact Customer's Bank representative for the current cut-off hours applicable to the Wire Transfer Service. A Request is not considered accepted until Bank executes it. If a Request is received after the cut-off hour or on a day that is not a Business Day, Bank reserves the right to automatically process the Request the following Business Day.

r. Compliance with Law. Customer shall comply with all laws, rules, and regulations applicable to Customer, to Customer's business and operations (if applicable), and to Customer's use of the Wire Transfer Service, including any laws applicable to illegal Internet gambling, and any OFAC sanctions, orders, and regulations. Without limiting the foregoing, by making a Request, Customer represents and warrants to Bank and agrees that: (a) it will not initiate any transactions in violation of the sanctions, orders, and regulations of OFAC or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions; and (b) that Customer will not initiate any transactions in violation of or restricted under any laws or regulations applicable to illegal Internet gambling.

s. Fees. Customer agrees to pay Bank the fees prescribed in Bank's applicable current fee schedule for the Wire Transfer Service, a copy of which is available upon request ("***Fee Schedule***"). Unless other arrangements are made for payment of the fees, Bank will automatically debit any Account maintained by Customer with Bank in the amount of the fees.

t. Limitation on Bank's Liability. Bank's duties and responsibilities shall be limited to those set forth in the Agreement. Except as restricted or required by applicable law, in no event shall Bank be liable for: (i) any punitive, indirect, consequential, or special damages or lost profits, even if Bank has been advised of the possibility of such damages, including any claims of wrongful dishonor resulting from Bank's acts or omissions under the Agreement; (ii) the acts or omissions of a contractor, vendor, processor, third party servicer, or vendor used by Customer or Bank, or any loss, cost, damage, or expense incurred by any person or entity in connection therewith; (iii) Customer's negligence or breach of any agreement with Bank; (iv) any error, failure, delay, loss, cost, expense, or damage to Customer in connection with any communication link, software, or any technical computer service, including software installation or de-installation, including any performed by Bank, or Customer's or Bank's use thereof; (v) any ambiguity, inaccuracy, or omission in any Instruction or information provided to Bank; (vi) the application of any government or funds-transfer system rule, guideline, policy, or regulation; (vii) the lack of available funds in Customer's Account to complete a transaction; (viii) Bank's inability to confirm to its satisfaction the authority of any person to act on Customer's behalf; (ix) Customer's failure to follow any applicable software manufacturer's recommendations or Bank's Instructions; or (x) any Internet sites related to the Wire Transfer Service or maintained or operated by Bank or the use thereof or the inability to use such sites by any party, or in connection with any failure or performance, error, omission, interruption, defect, delaying in operation or transmission, computer virus, or line or system failure, even if Bank, or representatives thereof, are advised of the possibility of such damages, losses, or expenses. There may be other exceptions to Bank's liability, as stated in the Account Agreement or other service agreements with Bank.

Except for Bank's liability for unauthorized Payment Orders under Division 11 of the California Commercial Code and as otherwise restricted or required by applicable law, Bank's liability and Customer's remedy for actual costs and losses resulting from Bank's actions or omissions, whether the claim is in contract or tort, will not exceed the lesser of: (i) six times the average monthly charge for Wire Transfer Service(s) in question for the three months immediately preceding the cost or loss; or (ii) \$1,000. Any claim, action, or proceeding by Customer to enforce the terms of the Agreement or to recover for losses related to the Wire Transfer Service must be commenced within one year from the date that the event giving rise to the claim, action, or proceeding first occurs. Customer agrees to cooperate with Bank in any loss recovery efforts, including loss recovery efforts for unauthorized Payment Orders under Division 11 of the California Commercial Code, that Bank undertakes to reduce any loss or liability that arises in connection with the Wire Transfer Service. Customer acknowledges that Wire Transfer Service fees have been established in contemplation of: (i) these limitations on Bank's liability; (ii) Customer's agreement to review statements, confirmations, and notices promptly and to

notify Bank immediately of any discrepancies or problems; and (iii) Customer's agreement to assist Bank in any loss recovery effort.

Customer agrees that it will not assert any claims against Bank based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any communication link, software or Customer's possession or use thereof, or any technical computer service, including software installation or de-installation performed by Bank, as applicable.

CUSTOMER ACKNOWLEDGES THAT THE WIRE TRANSFER SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM CUSTOMER'S USE OF THE WIRE TRANSFER SERVICE. BANK MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, REGARDING CUSTOMER'S USE OF THE WIRE TRANSFER SERVICE, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

u. Term and Termination. The term of the Agreement will commence upon acceptance of the Agreement and will continue until terminated as follows: (i) Customer may terminate some or all of the Wire Transfer Service under the Agreement, with or without cause, upon 30 days prior written notice to Bank; and (ii) Bank reserves the right to terminate, suspend, or restrict some or all of Customer's access to the Wire Transfer Service under the Agreement, with or without cause, at any time immediately upon notice to Customer. Any termination will not affect any obligations arising prior to termination. Upon termination, Bank reserves the right to terminate Customer's access to the Wire Transfer Service, and Customer will terminate its access to and use of the Wire Transfer Service, except to the extent necessary to process transactions that were in process prior to the termination date.

v. Customer's Records. The Agreement and the Wire Transfer Service are not intended to relieve Customer of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting, and review practices as are customarily followed by similar businesses. Except as otherwise stated in the Agreement, Customer agrees to retain and provide to Bank, upon request, all information necessary to remake or reconstruct any transmission until one year following receipt by Bank of the transmission affecting an Account.

w. Notices. Except as otherwise provided in the Agreement, all notices and Requests by Customer to Bank shall be in writing and, addressed to:

CalPrivate Bank
Attention: Wire Department
9404 Genesee Avenue, Suite 100
La Jolla, CA 92037

or at such other address as Bank may specify in writing. Notices to Customer may be mailed or sent to Customer electronically at the statement, email, or mailing address shown for Customer in Bank's deposit records or the Wire Transfer Service records. Any notice or Request to Bank will be effective when Bank has actually received and has had a reasonable time to act on it. Any notice to Customer will be effective when sent by Bank, or as otherwise stated in the notice. Certain notices may be provided to Customer by telephone, facsimile, or electronic transmission at the telephone number, facsimile number, email address, or other location or number as shown on Bank's records.

At its discretion, Bank reserves the right to rely on all notices, Instructions and other Request sent to Bank via facsimile or electronic transmission as though they are originals. Alternatively, Bank reserves the right at any time to require Customer to provide the originals for any notice, Instruction, or other Request sent to Bank. Without limiting the foregoing, Bank is entitled to rely on any notice, Request, or Instruction believed by it in good faith to be genuine or to have been signed, made, or authorized by an authorized representative.

x. Commercial Customer Representations. For the purposes of this Section, a “**Commercial Customer**” shall mean a Customer whose Accounts have not been established primarily for personal, family, or household purposes. If Customer is a Commercial Customer, Customer represents and warrants to Bank that:

- (i) Customer is duly organized and validly existing, and is in good standing in every jurisdiction where required;
- (ii) Customer has the authority to execute and deliver the Agreement;
- (iii) The persons executing and delivering the Agreement for and on behalf of Customer, are duly authorized to do so;
- (iv) Any consent, authorization, or Instruction required in connection with the Agreement has been provided by any relevant third party;
- (v) Bank reserves the right to rely upon the authority of each Authorized Wire Agent and each Token User for all purposes until Bank has received written notice, acceptable to Bank, of any change from an Authorized Wire Agent or from a Token User, and Bank has had a reasonable time to act thereon (after which time it shall rely upon the changed version);
- (vi) Any act required by any relevant governmental or other authority in connection with the Agreement has been or will be done (and will be renewed if necessary);
- (vii) Customer’s performance of the Agreement and use of the Wire Transfer Service will not violate any applicable law, regulation, or other requirement; and
- (viii) Unless otherwise agreed to in writing by Bank, the Accounts established by Customer with Bank and the Wire Transfer Service used by Customer will only be used for business purposes and not for personal, family, or household purposes.

Customer expressly acknowledges that the Agreement is a legal, valid, and binding obligation. Customer further expressly acknowledges that Bank, in accepting the Agreement, is acting and relying upon the foregoing representations and warranties.

y. Subject Rules and Regulations. Customer acknowledges that any Request executed by Bank will be subject to rules and regulations applicable to Payment Orders, including recordkeeping and information transmittal requirements under federal Bank Secrecy Act and its implementing regulations. Customer acknowledges and agrees that Bank has the right to capture and transmit information regarding a Request (for example, beneficiary’s name, address other beneficiary identifies, and beneficiary’s Account number) as part of the processing of a Payment Order. Customer agrees to assist Bank in connection with any requirements imposed on Bank fulfilling Bank’s obligations in this regard.

34. Stop Payment Service. Customer may stop payment on a check (“**Stop Payment**”) by providing Bank with timely, complete, and accurate information on the Account number and check number in question. It is recommended that Customer provide as much additional information as possible regarding the check, including: (a) the date of the item; (b) the payee information; and (c) the EXACT amount of the item (dollars and cents). Stop Payment requests are valid for 180 days from the date the order is accepted. At expiration, an order may be renewed for an additional six months at Customer’s request. If any information is incomplete or incorrect, Bank will not be responsible for failing to stop payment on the item. Stop Payment requests must be received by the “**Stop Payment Cut-Off**” set forth in Section 18 on a Business Day in order to be included in the current end of day processing, and stop payment fees post the same day if the Stop Payment request is received before the Stop Payment Cut-Off set forth in Section 18 on a Business Day. Stop Payment requests become effective when Bank confirms their receipt and has verified that the item has not been paid, which is generally within two Business Days of when the Stop Payment request was made through the System. A Stop Payment request made through the System will not be effective as to checks presented at Bank unless the Stop Payment request was made prior to the Stop Payment Cut-Off on the prior Business Day. From time to time, the System may be inoperable. If that occurs, Customer’s request can be communicated to Bank by telephone or in writing.

Customer understands that there may be claims or demands made against Bank as a result of Customer’s stop payment request. Customer understands that Bank will use reasonable efforts to comply with a stop Payment Order. However, Customer understands fully that unless the check number is correctly entered on the stop Payment Order, Bank assumes no responsibility for stopping payment and is not liable to Customer if a stop payment cannot be accomplished. Stop Payment requests made through the System may only be used for paper checks written from an Account, and not for electronic or ACH Debit Transactions. All Stop Payment orders originated through the System are subject to applicable law and Bank’s usual rules and fees for such orders.

35. Electronic Funds Transfers Crediting or Debiting a Joined Individual’s Account; Consent to Receive Electronic Notices. The terms and conditions of this Section apply only to Instructions, payments, and transfers from Joined Individual’s Accounts which are consumer Accounts. A consumer Account is one that it used primarily for personal, family, or household purposes. As used in this Section only, the terms “**Account**” and “**Accounts**” mean only Joined Individual’s Account(s) and the term “**Customer**” means the signatory of the Agreement in his or her capacity as an individual owner and authorized signatory of the Joined Individual’s Account. In the event of a conflict between the terms of this Section and the terms of any other provision of the Agreement, the terms of this Section control with respect to electronic Funds Transfers debiting or crediting Joined Individual’s Accounts which are consumer Accounts. Please refer to the Bank’s Electronic Funds Transfer Disclosures for additional information regarding electronic fund transfers to and from consumer Accounts.

a. Preauthorized Electronic Funds Transfers. Preauthorized electronic fund transfers include payments or deposits Customer has authorized to be made to Customer’s checking or savings Account at least once every 60 days by Customer’s employer, Social Security Administration, other governmental agencies, or by some specific company or individual. Preauthorized electronic fund transfers also include regular payments Customer has authorized Bank to make from Customer’s checking or savings Account to cover insurance premiums, utility bills, rent, or house payments, or other recurring obligations. Customer may use the Bill Pay Service to authorize a third party to initiate electronic fund transfers between Customer’s Account and the third party’s account. These transfers to make or receive payments may be one-time occurrences or may recur as directed by Customer. These transfers may use the ACH or other payments networks.

The following provisions are applicable to deposit or payment transactions Customer has preauthorized Bank to complete for Customer:

- Stop Payment Rights. If Customer has told Bank in advance to make regular electronic fund transfers out of Customer's Account(s), Customer can stop any of these payments. Here's how: Call Bank or write to Bank at the telephone number or address set forth in this Section, in time for Bank to receive Customer's request three Business Days or more before the payment is scheduled to be made. If Customer calls, Bank may also require Customer to put Customer's request in writing and get it to Bank within 14 days after Customer calls. Bank will not charge Customer for Stop Payment orders on these payments.
- Notice of Varying Amounts. If these regular payments may vary in amount, the person the Customer is going to pay will tell Customer, 10 days before each payment, when it will be made and how much it will be. Customer may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that Customer has set.
- Liability for Failure to Stop Payment of Preauthorized Transfers. If Customer orders Bank to stop one of these payments three Business Days or more before the transfer is scheduled, and Bank does not do so, Bank will be liable for Customer's losses or damages.

b. Customer's Liability for Unauthorized Transfers or Payments. If Customer permits other persons to send Instructions and initiate payments or transfers from Customer's Account or to use Customer's Password, Customer is responsible for any transactions they authorize from Customer's Accounts.

Customer shall tell Bank AT ONCE if Customer believes Customer's Password has been lost, stolen, or compromised, or if Customer believes that an electronic Funds Transfer has been made without Customer's permission. Telephoning is the best way of keeping Customer's possible losses down. Customer could lose all the money in Customer's Account (plus Customer's maximum overdraft line of credit). If Customer tells Bank within two Business Days after Customer learns of the loss or theft of Customer's Password, Customer can lose no more than \$50.00 if someone used Customer's Password without Customer's permission. If Customer does NOT tell Bank within two Business Days after Customer learned of the loss or theft of Customer's Password, and Bank can prove that Bank could have stopped someone from using Customer's Password without Customer's permission if Customer had told Bank, Customer could lose as much as \$500.00. Also, if Customer's statement shows transfers that Customer did not make, including those made by Password or other such means, tell Bank at once. If Customer does not tell Bank within 60 days after the statement was mailed to Customer, Customer may not get back any money lost after the 60 days if Bank can prove that Bank could have stopped someone from taking the money if Customer had told Bank in time. If a good reason (such as a long trip or a hospital stay) kept Customer from telling Bank, Bank will extend the time periods. If Customer believes that Customer's Password has been lost, stolen, or compromised, or that someone has transferred or may transfer money from Customer's Account without Customer's permission, call (858) 875-6900, or write Bank at CALPRIVATE BANK, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037. Customer should also call the number or write this address if Customer believes a transfer has been made using the information from Customer's check without Customer's permission.

c. Our Liability for Failure to Complete Transfers or Payments. If Bank does not complete a Funds Transfer to or from Customer's Account on time or in the correct amount according to our agreement with Customer, Bank will be liable for Customer's losses or damages. However, there are some exceptions. Bank shall incur no liability if Bank is unable to complete any Instructions, Payment Orders, or Funds Transfers initiated by Customer because: (i) Customer failed to provide the correct Password; (ii) the System is not working properly and Customer knew or had been advised about the malfunction before Customer executed the

transaction; (iii) the payment cannot be made due to incomplete, incorrect, or outdated information provided by Customer regarding a payee or if Customer attempts to pay a payee that is not on Customer's authorized payee list; (iv) the estimate of time to allow delivery to the payee is inaccurate; (v) of delays in mail delivery or because the payee or a third party financial institution mishandles or delays processing a payment or transfer; (vi) of changes of payee address or Account number; (vii) the failure of any payee to correctly apply the payment in a timely manner; (viii) Customer defaults under any agreement with Bank, or if Customer terminates the Agreement; (ix) through no fault of Bank's, Customer does not have sufficient available funds in Customer's Account; (x) if the transfer would go over the credit limit on Customer's overdraft line or other limitations set by Bank; (xi) a legal order directs Bank to prohibit withdrawals from Customer's Account(s); (xii) Customer's Account has been closed or frozen; (xiii) Customer, or anyone Customer allows, commits any fraud or violates any law or regulation; (xiv) the equipment, phone lines, or computer systems were not working properly or were temporarily unavailable; (xv) Customer has not properly followed the instructions for using the Service; (xvi) circumstances beyond Bank's control (such as fire or flood) prevent the transaction despite reasonable precautions that Bank has taken; and (xvii) of any other circumstances beyond Bank's reasonable control. Bank is responsible only for exercising ordinary care in making payments Customer authorizes. The list of examples set out in this Section are meant to illustrate circumstances under which Bank would not be liable for failing to make a Funds Transfer or payment and is not intended to list all of the circumstances where Bank would not be liable. There may also be other exceptions to Bank's liability, as stated in Customer's deposit or other agreements with Bank.

d. Errors and Questions about Electronic Funds Transfers. Customer must telephone Bank at (844) 282-7372, or write Bank at CALPRIVATE BANK, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037 as soon as Customer can, if Customer thinks Customer's statement or receipt is wrong or if Customer needs more information about a Funds Transfer listed on the statement or receipt. Bank must be contacted by Customer no later than 60 days after Bank sent the FIRST statement on which the problem or error appeared. Customer shall:

- Tell Bank Customer's name and Account number (if any).
- Describe the error or the transfer Customer is unsure about and explain as clearly as Customer can why Customer believes it is an error or why Customer needs more information.
- Tell Bank the dollar amount of the suspected error.

If Customer tells Bank orally, Bank may require that Customer send Bank Customer's complaint or question in writing within 10 Business Days.

Bank will determine whether an error occurred within 10 Business Days after Bank hears from Customer and will correct any error promptly. If Bank needs more time, however, Bank may take up to 45 days to investigate Customer's complaint or question. If Bank decides to do this, Bank will credit Customer's Account within 10 Business Days for the amount Customer thinks is in error, so that Customer will have the use of the money during the time it takes Bank to complete its investigation. If Bank asks Customer to put Customer's complaint or question in writing and Bank does not receive it within 10 Business Days, Bank may not credit Customer's Account. If a notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to the Account was made, the error involves a new Account. For errors involving new Accounts, point of sale debit card transactions, or foreign-initiated transactions, Bank may take up to 90 days to investigate Customer's complaint or question. For new Accounts, Bank may take up to 20 Business Days to credit Customer's Account for the amount Customer thinks is in error.

Bank will tell Customer the results within three Business Days after completing its investigation. If Bank decides that there was no error, Bank will send Customer a written explanation. Customer may ask for copies of the documents that Bank used in its investigation.

e. Fees. There is no charge to Customer to access the System or to conduct electronic Funds Transfers using the System from a consumer Account. The fees and charges set forth in Customer's Account Agreements continue to govern fees chargeable to Customer by the Bank, including when Customer use the Services. Such Account-related fees and charges include, but are not limited to, stop payment fees and NSF fees. No consumer Account will be charged fees applicable only to a business Account.

f. Confidentiality. Bank will disclose information to third parties about Customer's Account or the Funds Transfers Customer makes: (i) to complete transfers as necessary; (ii) to verify the existence and condition of Customer's Account upon the request of a third party, such as a credit bureau or merchant; (iii) to comply with government agency or court orders; or (iv) if Customer gives Bank Customer's written permission.

g. Limitations on Frequency and Amount. For security purposes, there are limits on the frequency and amount of Funds Transfers Customer may make using the System or certain Services.

36. Miscellaneous Terms.

a. Agents. Customer shall not allow others to provide Instructions to Bank (e.g., Payment Orders or ACH Entries) on its behalf without Bank's prior written consent. Customer will be solely responsible for the acts and omissions of such agents.

b. Compliance with Laws. Customer shall comply with all laws, rules, and regulations applicable to Customer, to the business and operation of Customer, as applicable, and to the Services. To the extent permitted by applicable law, Customer shall have the responsibility to fulfill any compliance requirement or obligation that Bank and/or Customer may have with respect to the Services under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the OFAC, and other requirements relating to anti-money laundering, including the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such laws, as amended from time to time. By way of example, and not in limitation of the foregoing, Customer agrees not to initiate any ACH Entry, or Payment Order or issue any other Instruction to the Bank, that would violate the economic sanctions administered by OFAC.

c. Credit, Audit, and Financial Review. Customer is subject to satisfactory credit and audit review by Bank from time to time, at the Bank's sole option and discretion, and in accordance with the Bank's established credit and auditing criteria. Customer shall, upon Bank's request, provide to the Bank a financial statement or other financial, credit, and audit related information and assistance as the Bank may require to perform any such review. Customer's failure to meet such standards in the sole discretion of Bank or to provide such information or assistance when requested shall constitute a breach of the Agreement. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with the Agreement and to request reports from credit bureaus and reporting agencies for such purpose. Customer will provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, as applicable, any additional locations, any change in business, any new business, any change in goods or services provided by Customer, the identity, or principals and/or owners, the form of Customer's business organization, and method of conducting sales. Customer will provide the notice within five Business Days of the change. Without limiting the foregoing, Customer will provide Bank any additional information requested by Bank within five Business Days of such request. Bank retains the right to review Customer's files and business activities from time to time to confirm information provided by Customer to Bank.

d. Monitoring of Communications. Customer agrees on behalf of itself, its Administrator(s), its Users, and any other agents, representatives, or employees, that Bank may monitor, record, retain, and use telephone and electronic communications in connection with the Services at any time, without further notice to Customer or any party to the communication. Customer expressly acknowledges and agrees that Bank has the right to produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Agreement and Customer hereby acknowledges the validity and enforceability of such telephonic or electronic recordings.

e. No Third-Party Use. Unless Customer has Bank's prior written consent, Customer may not use the System to process transactions for third parties or permit others to initiate Service transactions on Customer's behalf.

f. Sufficient Funds; Overdrafts; Offset. When Customer transmits a Funds Transfer, Payment Order, or Instruction to the Bank, Customer represents and warrants that it has sufficient funds in its Account for that purpose and authorizes Bank to charge the designated Account for the amount indicated. Customer shall at all times maintain sufficient available funds in its Account to pay the amount indicated and the fees, and other amounts that Customer is obligated to pay Bank under the Agreement. If the designated Account does not have sufficient available funds, Bank may reject the transaction. Bank's allowance of any overdraft will not obligate Bank to honor future overdrafts at a later time, and Bank may refuse to do so without cause or prior notice. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the Customer's designated Account. If there are insufficient funds available in Customer's designated Account Customer agrees that Bank may debit any Account maintained by Customer with Bank or that Bank may set off against any amount it owes to the Customer, in order to obtain payment of Customer's obligations and Customer shall pay any amounts due immediately upon demand.

g. Overdrafts. Bank's practice of allowing overdrafts will not obligate Bank to continue the practice at a later date. Bank may discontinue permitting overdrafts at any time and without prior notice.

h. Security Interest. Customer hereby grants Bank a security interest in the Accounts to secure the repayment of any overdraft or other obligation that Customer incurs under the Agreement, all funds in those Accounts, any reserve Accounts or funds therein, all checks payable to Customer, and all proceeds of the foregoing. Bank may hold any of Customer's funds on deposit with Bank after termination of the Agreement for up to 30 days following the expiration of any return or chargeback rights regarding any request processed by Customer using the System or, if later, until any other claims to such funds have expired. This security interest is supplemental to and not in lieu of the security interest granted by Customer to Bank under any other agreement.

i. Reliance by Bank. Except to the extent the Agreement specifically provides otherwise, Bank shall be entitled to rely on any verbal or written notice, response, or other communication believed by it to be genuine and to have been provided by the Administrator and/or a User, and any such communication shall be deemed to have been provided by such person on behalf of the Customer.

j. Confidentiality. Customer acknowledges that it will have access to certain confidential information regarding Bank's policies and procedures, security procedures, and means and methods of executing Payment Orders and Instructions, and the Services contemplated by the Agreement. Customer shall not disclose any such confidential information of Bank and shall use such confidential information only in connection with the transactions contemplated by the Agreement.

k. Entire Agreement; Amendments. The Agreement supplements (and supersedes only where inconsistent) the terms of the Account Agreements, disclosures, and other documents in effect from time to time governing the Accounts. Except as expressly set forth herein, the Agreement constitutes the entire agreement between Customer and the Bank with respect to the Services and supersedes all previous oral or written agreements, understandings, and representations. Bank may amend (add, delete, or change) the terms of the Agreement, including changing the amounts and types of applicable fees, cut-off times, security procedures, and operating procedures. Bank may make such amendments, additions, changes, or deletions, at any time and in Bank's sole discretion, and the amendment is effective upon such date specified in the notice. Bank will notify Customer of the change as soon as reasonably practicable after it is implemented, which notice may be given: (i) electronically in any same or similar way in which Bank provides any other information or notices to Customer under any agreement with Customer or in which Bank has ordinarily given such information or notices in the course of its relationship with Customer from time to time; or (ii) in any other manner (whether or not in writing) which Bank believes will provide actual notice to Customer or any person who Bank believes is an agent of Customer. Customer's use or continued use of the Services will evidence Customer's consent to any amendments to the Agreement, including additions, changes, or deletions. No course of dealing between Bank and Customer will constitute a modification of the Agreement, including the security procedures set forth herein, or constitute an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

l. Services by Third Parties; No Third-Party Beneficiaries Except for Service Vendors. With the exception of vendors of Bank which provide equipment, software, or other products and services in connection with the Services described in the Agreement, the Agreement is made for the exclusive benefit of Customer and Bank and no third party has any rights under the Agreement. Customer agrees that such vendors are third-party beneficiaries of the Agreement and as such are entitled to rely on, and avail themselves of, the provisions of the Agreement as if they were Bank, including the limitations on liability and the indemnities described in the Agreement. Customer acknowledges and agrees that Bank has the right to arrange for any Services to be performed or provided by third parties, including its affiliates. Bank's ability to provide the Services may be dependent upon Bank's ability to obtain or provide access to third party networks. In the event any third-party network is unavailable, or Bank determines, in its sole discretion, that Bank cannot continue providing any third-party network access, Bank reserves the right to discontinue or suspend the related Services. In such situations, Bank will have no liability for the unavailability of access.

m. California Law. The Agreement will be governed by and construed in accordance with the laws of the United States when applicable and with the laws of the State of California, without reference to California's conflict of law provisions.

n. Validity. If any provision of the Agreement is found to be void or invalid, the remainder of the Agreement will remain in full force and effect.

o. Headings. Headings to sections of the Agreement, and headings in any addenda, exhibit, schedule, or related document, are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under the Agreement.

p. Severability. If any provision of the Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. In the event performance of the services provided herein in accordance with the terms of the Agreement would result in a violation of any present or future statute, regulation, or government policy to which Bank is subject, and which governs or affects the transactions contemplated by the Agreement, then the Agreement shall be deemed amended to the

extent necessary to comply with such statute, regulation, or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment.

q. Survival. Whether or not explicitly stated herein, all provisions of the Agreement that by their nature are intended to survive termination of the Agreement (including the limitations of liability, indemnification provisions, disclaimers, and the grant of a security interest) shall survive termination of the Agreement.

r. Counterparts. The Agreement may be executed in counterparts. If executed in two or more counterparts, each will be deemed an original, but such counterparts will constitute one instrument. The effectiveness of the Agreement (or any related document) and any signatures shall, to the extent permitted by applicable law, have the same force and effect as manually signed originals.

s. Force Majeure and Third-Party Conduct. Notwithstanding any other term of the Agreement, Bank shall not have any responsibility or liability for any failure, error, malfunction, or any delay in carrying out any of its obligations under the Agreement if such failure, error, malfunction, or delay results from events due to any cause beyond its reasonable control, including unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line, or software), emergency conditions, adverse weather conditions or any similar factor, medium, instrumentality, condition, or cause. Bank will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or communication received by Bank from Customer, from another financial institution, or from any other third party. Bank shall not be liable for any failure to perform any of its obligations under the Agreement if such performance would result in it being in breach of any law, regulation, requirement, or provision of any government, government agency, banking, or taxation authority in accordance with which it is required to act, as Bank determines.

t. No Waiver. No party's failure or delay in exercising any right or remedy under the Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by a party of any breach of the Agreement will operate as a waiver of any prior, current, or subsequent breach. No waiver, breach, right, or remedy will be effective unless made in writing. A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision.

u. Assignment; Successors. Bank may assign its rights and delegate its duties under the Agreement in whole or in part, with or without notice, to a company affiliated with it or to a third party. Customer may not assign any right or delegate any obligation under the Agreement without Bank's prior express written consent. The Agreement is binding upon Customer's heirs, permitted successors and assigns, and Bank's successors and assigns.

v. Consent to Judicial Reference. Each of the parties to the Agreement hereby consents and agrees that: (i) any and all disputes arising out of or related to the Agreement ("**Dispute(s)**") shall be heard by a referee in accordance with the general reference provisions of California Code of Civil Procedure Section 638, *et seq.*, sitting without a jury in the City of San Diego, County of San Diego, California; (ii) such referee shall hear and determine all of the issues in any Dispute (whether of fact or of law), including issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure Section 1281.8, including entering restraining orders, entering temporary restraining orders, issuing temporary and permanent injunctions and

appointing receivers, and shall report a statement of decision; provided that, if during the course of any Dispute, any party desires to seek such a provisional remedy at a time when a referee has not yet been appointed or is otherwise unavailable to hear the request for such provisional remedy, then such party may apply to the San Diego County Superior Court for such provisional relief; and (iii) pursuant to California Code of Civil Procedure Section 644(a), judgment may be entered upon the decision of such referee in the same manner as if the Dispute had been tried directly by a court. The parties shall use their respective commercially reasonable and good faith efforts to agree upon and select such referee, provided that such referee must be a retired California state or federal judge, and further provided that if the parties cannot agree upon a referee, the referee shall be appointed by the Presiding Judge of the San Diego County Superior Court. Each party hereto acknowledges that this consent and judicial reference agreement is a material inducement to enter into the Agreement and that each will continue to be bound by and to rely on this consent and judicial reference agreement in their related future dealings. The parties shall share the cost of the referee and reference proceedings equally; provided that, the referee may award attorneys' fees and reimbursement of the referee and reference proceeding fees and costs to the prevailing party, whereupon all referee and reference proceeding fees and charges will be payable by the non-prevailing party (as so determined by the referee). Each party hereto further warrants and represents that it has reviewed this consent and judicial reference agreement with legal counsel of its own choosing, or has had an opportunity to do so, and that it knowingly and voluntarily gives this consent and enters into this judicial reference agreement having had the opportunity to consult with legal counsel. This consent and judicial reference agreement is irrevocable, meaning that it may not be modified either orally or in writing, and this consent and judicial reference agreement shall apply to any subsequent amendments, renewals, supplements, or modifications to the Agreement or any other agreement or document entered into between the parties in connection with the Agreement. In the event of litigation, the Agreement may be filed as evidence of either or both parties' consent and agreement to have any and all Disputes heard and determined by a referee under California Code of Civil Procedure Section 638.

ADDENDUM - CONSUMER ONLINE BANKING AGREEMENT

This Consumer Online Banking Agreement, along with the enrollment form (the “Form”) (altogether the “Agreement”) sets forth the terms of the Online Banking Services that CalPrivate Bank (“us” or the “Bank”) makes available to its customers (“you”) through the Bank’s online banking system (the “System”). The System can be used to access only the accounts that you have designated for access by the System in your Form, or as subsequently requested by you and approved by us. By clicking “accept” or applying for any service described herein (a “Service” or “System Service”), you agree to be bound by these terms. Your use of any Service will be additional evidence of your agreement to these terms.

Please read this Agreement carefully and keep a copy for your records. If you have any questions or do not understand any terms of the Agreement, please ask us for more information or clarification.

1. Definitions. The words “account” or “accounts” mean your deposit and loan accounts at the Bank. The words “password” or “passwords” mean password(s) relating to the System assigned to or by you. As used herein, the term “password” includes Touch ID, Face ID, and any other biometric authentication, if such biometric authentication is enabled for the System or any Service. The term “funds transfers” means electronic transaction services that the Bank may from time to time make available to you through the System, including, among other things, Automated Clearing House (“ACH”) transactions, wire transfers, ATM withdrawals, preauthorized transactions, point of sale transactions, bill payments, and transfers to and from the accounts using the System. The term “payment order” has the definition set forth in the Uniform Commercial Code, as enacted and amended in the State of California. The term “instruction” means a payment or transfer instruction, including a payment order, a request for a funds transfer, and a request to cancel or amend a funds transfer or payment order, and any other request or instruction submitted to the Bank through the System. The terms “Service” or “System Service” mean the services provided pursuant to this Agreement. The term “business day” means Monday through Friday, excluding holidays or any day that all of the Bank’s branches are closed. Additional definitions used in this Agreement are set forth above and below.

2. Other Agreements. Your use of any System Service may also be affected by the agreements between you and the Bank for your deposit and other types of accounts. This Agreement does not change the agreements you already have with us. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for any other restrictions that might impact your use of an account with the System Services. Please refer to the Bank’s Electronic Funds Transfer Disclosures for additional information regarding electronic fund transfers to and from your accounts. Furthermore, the accounts will be governed by the agreements, if any, for each additional service used by you after execution of this Agreement and by all State and Federal laws and regulations. We may, from time to time, offer and introduce new services available through the System. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.

3. Access. To use the System, you must have at least one account at the Bank, access to internet service, and an email address. These terms and conditions also apply if you are provided access to the System through a downloadable app for use on a mobile device or mobile telephone. Once we have received all required documentation, and have verified the designated account information, we will send you, by secure email, confirmation of acceptance of enrollment, along with your assigned log-in ID and temporary password, if you are approved. You may add or delete any of the designated accounts from the System by making a request to the Bank. The Bank undertakes no obligation to monitor transactions effected by you through the System to determine that such transactions are made and authorized by you. You agree that you may be required to

execute certain other documents or agreements in order to effect one or several types of funds transfers utilizing the System and you agree to execute the same as necessary.

4. System Services. Depending upon the Services selected by you and authorized by the Bank, you can use the System to check the balance of accounts, view account histories, transfer funds between accounts, make stop payment requests, view checks, deposit checks, and pay bills. You acknowledge that not all of the Services described herein will be made available to you. The availability of the System Services is subject to rules of operation set from time to time by the Bank, including posting, balance, and account activity. The Bank has the right to offer the Services, or associated equipment or software, through an affiliate or unrelated third party. The Bank's ability to provide certain of the Services is dependent upon its ability to obtain or provide access to third party vendors and networks. In addition to and not in limitation of any right of the Bank to cancel your access to the Services, in the event any third party service provider is unavailable or the Bank determines, in its discretion, that it cannot continue providing any third party network access, the Bank may discontinue the related service or may provide the service through an alternate third party, and the Bank will have no liability for the unavailability of access. The Bank will not be responsible for any Services received from third party vendors. In order to provide the Services through an affiliate or third party, Bank is authorized to disclose information about accounts and the Services to the affiliate or third party who provides the service. You agree to familiarize yourself with all user guides, operational rules and policies established from time to time by the Bank regarding the System Services, and further agree that you will comply with such rules and policies when utilizing the System. Without limiting the foregoing, you acknowledge and agree that there may be delays in the posting of off-System transactional activity on the System from certain accounts, and you shall familiarize yourself with the Bank's procedures for updating account information as shown on the System.

5. Hours of Access. You may use the System 7 days a week, 24 hours a day, although some or all System Services may not be available during non-business hours or as a result of emergency or scheduled System maintenance. The Bank shall provide commercially reasonable notice to you on the System website of any non-emergency extended periods of non-availability for the System or the System Services. The Bank's normal business hours of operation at its branch locations are 9:00 a.m., to 5:00 p.m., Pacific Time.

6. Security and Security Procedures. For security purposes, you will be required to change the temporary password provided by the Bank upon your initial login to the System. You acknowledge and agree that: (a) the Bank shall have no access to your password; (b) you shall be solely responsible to determine what password will be used by you; and (c) the identification of such password selected by you shall not be communicated to the Bank. You agree that the Bank shall be authorized to effect the System Services upon receipt and verification by the System of your password, and that the Bank is authorized to act on instructions received upon receipt and verification by the System of your password. You agree that any transactions processed with your log-in ID and password are deemed to have been authorized by you.

You are solely responsible for the confidentiality and security of your password and shall safeguard against unauthorized transmission of instructions to the Bank and you agree to change your password regularly. The Bank will not be liable for any transaction ordered by any person to whom you have granted access regardless of the purpose for which you granted the access or for any information about your account revealed in reliance upon your log-in ID and password. Upon three unsuccessful attempts to use a password, your access to the System will be disabled, and further access to the System shall be permitted only upon compliance with established procedures by the Bank, including the issuance of a new password.

You acknowledge the importance of your role in preventing misuse of the accounts through the System and agree to promptly examine all account statements for accuracy immediately upon receipt. You agree to protect the

confidentiality of your account(s) and account number(s), and personal identification information. (You acknowledge that certain personal identification information by itself, or together with information related to the accounts, may allow unauthorized access to such accounts.) While data transferred via the System is encrypted in an effort to provide transmission security, you acknowledge that the internet is inherently unsecure and that all data transfers, including the System Services, occur openly on the internet and potentially can be monitored and read by others. The Bank specifically does not warrant that data transfers utilizing the System, or email transmitted to and from the Bank, will not be monitored or read by others; we cannot and do not warrant that account information and data transfers using the System Services will not be monitored and read by others, or that use of the System Services on the internet will be secure. You accept the risks that the internet may not be secure and that others may use malware, spyware and viruses to manipulate your use of the System Services on the internet. The following guidelines should assist you in ensuring that your accounts and account information remain secure:

- **Do not leave your account information out in an open area or on your computer screen accessible by others.**
- **Do not send your log-in ID or password or privileged account information over any e-mail system.**
- **Do not leave your computer unattended while you are connected to the System.**
- **Do not enter your log-in ID or password into the System when there are others nearby who could observe you doing so.**
- **Log out of the System and close your browser completely after each session and/or clear cache and history.**

If Touch ID, Face ID, or any other biometric authentication is enabled for the System or any Service, fingerprints or any other biometric identifying information stored on your device (such as an iPhone) can be used to log on to the System. To prevent unintended access, you should only enable biometric authentication if you are the only person who can access your device using biometric authentication. You must not allow anyone else's fingerprints or other biometric identifying information to access your mobile device and, if you do, you will be responsible for any money withdrawn or transferred from your accounts by someone using such a device. You agree that your mobile device will be locked if it is left unattended and that you will download mobile security software updates when available.

You agree to change your password on a regular basis, but no less frequently than every 180 days. You agree to change your temporary password promptly after given access to the Services for the first time and whenever anyone who has had access to your password is no longer authorized to use the Services. The Bank may require you to change your password at any time. The Bank may deny access to the Services without prior notice if the Bank is unable to confirm (to its satisfaction) any person's authority to access the Services or if the Bank believes such action is necessary for security reasons.

Each time you make a funds transfer or payment with a Service, you warrant that the Bank's security procedures are commercially reasonable considering your wishes expressed to the Bank, your circumstances known to the Bank (including the size, type, and frequency of payment orders you normally issue to the Bank), any alternative security procedures offered to you, and security procedures in general use by customers and banks similarly situated. You agree the security procedures provide an appropriate level of security for the instructions you contemplate issuing. You expressly represent that you have not withheld any information or circumstances from the Bank which would indicate that different security procedures are appropriate for this Agreement.

You agree to be bound by any funds transfer or payment order the Bank receives through the Services, even if the order is not authorized by you, if it includes your password or is otherwise processed by the Bank in accordance with its security procedures. If a funds transfer or payment order received by the Bank was in fact transmitted or authorized by you, you are bound by such instruction whether or not the Bank complied with the security procedure with respect to that instruction, whether or not an error in the instruction would have been detected if Bank had complied with such procedure.

FAILURE TO PROTECT PASSWORDS AND ANY OTHER SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PARTY ACCESS TO YOUR ACCOUNTS AND ACCOUNT INFORMATION AND ENABLE THAT PARTY TO CONDUCT TRANSACTIONS ON YOUR ACCOUNT. YOU ASSUME THE RISK OF UNAUTHORIZED USE OF PASSWORDS AND ANY OTHER SECURITY ITEMS.

7. Your Computer and Software. You are responsible for the installation, maintenance and operation of your computer and your browser software. You are required to keep your virus protection, malware and other standard system protection current. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your computer or your software properly. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we had previously approved their use. We are not responsible for any errors or failures from any malfunction of your computer or your software. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software. **WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. Fees and Charges. You agree to pay the fees and charges for the use of System Services as set forth on any schedule relating to this Agreement. These fees and charges may be changed by the Bank by notifying you of the changes. Other fees, as set forth in any other agreement you have with us, may also apply. Contact your Customer Service Representative for more information. You agree that all such fees and charges will be deducted at statement cycle from your checking account designated as the first checking account on your Form (the "Primary Checking Account"). If you close your Primary Checking Account, the Bank may deduct all fees and charges from any other account (whether or not such account is designated in the Form for use with the System) until you designate another account as your Primary Checking Account. You agree to pay any additional charges for services you request that are not covered by this Agreement. You acknowledge that you shall be separately responsible for telephone and internet service fees and data processing charges payable to third parties incurred by you in connection with your use of the System.

9. Accounts. You may list certain accounts that you wish to access with the Services. You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to the Bank's Bill Pay Services, for example, you will need to specify the account from which the transfers should be made.

10. Joint Accounts. If you designate an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the password for that account and the Service in question. Note: This may mean that the Bank will act upon the instruction of only ONE person even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated password, the transaction will be deemed authorized by you.

11. Errors and Questions about Electronic Funds Transfers. Telephone us at (619) 437-1000, or write us at CalPrivate Bank, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a funds transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- **Tell us your name and account number (if any).**
- **Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.**
- **Tell us the dollar amount of the suspected error.**

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

12. Internal Transfer Service. Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. Loan payments for loans at the Bank are subject to the terms of your loan agreements. You may instruct the System to make transfers between designated accounts at any time on any day, but they must be made by the Internal Transfer Cut-Off set forth in Section 25 on a business day in order to be included in the current end of day processing.

Transfer funds among Customer's Online Accounts: You can transfer funds between any checking and savings account that you have successfully enrolled in Online Banking Services. All transfers submitted, **after the Internal Transfer Cut-Off set forth in Section 25**, are effective the following business day. The maximum amount you can transfer is equal to the available balance in the designated account. If the account does not have sufficient funds to complete a transfer on the date(s) you have told the Bank to transfer funds from the designated account, the transfer may not be completed. However, if the Bank does make the transfer as an accommodation to you, you will be responsible for any overdraft that is created.

NOTE: Because regulations require the Bank to limit pre-authorized transfers from certain savings accounts, including Money Market accounts, the following limitations apply:

If the designated account is a savings or money market account, federal law requires that an account holder may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). You may make unlimited transactions in person at a teller window, by messenger, by mail, or at an ATM. If you exceed the transaction limits on an account, it may be closed and/or converted to a checking account by federal regulation. A “preauthorized transfer” includes any arrangement to pay a third party from the designated account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement to pay a third party from the designated account at a predetermined time or on a fixed schedule.

13. External Transfer Service.

a. Additional Definitions. Additional definitions applicable to this Section 13 are as follows:

- **“Account” means either an Eligible Account or an External Account, as applicable.**
- **“Eligible Account” means a checking, money market, or savings account that you maintain with us.**
- **“External Account” means an account that you maintain at another Financial Institution (i) to which you are transferring funds from an Eligible Account; or (ii) from which you are transferring funds to an Eligible Account.**
- **“Financial Institution” means any financial institution holding an External Account.**
- **“Transfer Instruction” is a specific instruction that you provide for a transfer of funds from an Eligible Account to an External Account or from an External Account to an Eligible Account.**

b. Generally. The External Transfer Service (for purposes of this Section 13, the “Service”) allows you to initiate a funds transfer between your Eligible Accounts at CalPrivate Bank and your External Accounts held at other Financial Institutions. By using or signing up for the Service, you agree to abide by the terms and conditions of this Section 13. As a condition to using the Service, you agree that you are solely responsible for the use of such service and that you will use the service in accordance with this Agreement.

c. Certain Representations and Warranties. You represent and warrant that you are either the sole owner or a joint owner of all Accounts and that you have all necessary legal right, power, and authority to transfer funds between the Eligible Accounts and the External Accounts. If you are a joint owner of an Account, you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and that (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. You represent and warrant that you have the right to authorize and permit us access to the External Accounts to effect such transfers and for all other purposes authorized by this Agreement. You represent and warrant that all External Accounts are held in the United States.

d. Accuracy of Information. You assume sole responsibility to ensure the accuracy of all information that you provide in connection with the Service, including but not limited to transfer amounts, dates, Accounts, Financial Institutions, and addresses. You represent and warrant that the information you are

providing us is true, current, correct, and complete. You agree to inform us as soon as possible if you become aware that any information is inaccurate. We are not obligated to detect or correct errors in your Transfer Instructions, or for identifying or refusing to process duplicate Transfer Instructions. If you give us a Transfer Instruction that is incorrect in any way, you agree that we may charge your Account for the transfer whether or not the error could have been detected by us. You represent and warrant that you are not violating any third-party rights by disclosing and authorizing us to any information. We may request additional information, including to determine whether your use of the Service may violate applicable law.

e. Eligible Accounts. You agree to enroll and to use only checking, savings, and money market accounts in the Service. Ineligible accounts may include, without limitation, individual retirement accounts, certificates of deposit, trusts, custodial accounts, and other types of accounts. By enrolling in or using the Service, you represent and warrant that you are an owner of the External Accounts and are authorized by any other owners of the External Account(s) to enroll said Account(s) to make external transfers.

f. Microtransaction Verification; Authorization. Before you can transfer funds to or from an External Account, all Accounts must be set up and verified through the System. Setup and verification may require you to verify one or more micro-deposits to External Accounts, including you correctly reporting the amounts of the deposits. Depending on the transfer type and your actions, it may take several days for an Account to be set up and verified.

g. Limits. Transactional limits, including limits on the number and dollar amounts of transactions, may be imposed on External Transfers. These limits will be disclosed to you in the System. Any dollar limits imposed will apply to the total of all transfers to a specific External Account on any given day. Any transfer initiated on a day that is not a Business Day counts toward the applicable limit for the next Business Day. Limits are determined by us and can be changed for any reason upon notice to you or without notice in cases of your abuse of the Service.

h. Authorizations Regarding Transfer Instructions. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Account and remit funds on your behalf to the External Account designated by you, or, as applicable, to (ii) credit your Eligible Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described in this Agreement. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. You agree that we may place a hold on funds in your Accounts pending completion of an external transfer.

Financial Institutions may contact us to verify your Transfer Instructions. You authorize us to provide Financial Institutions with such information as may be required to verify your Transfer Instructions. You authorize us to provide your Transfer Instructions to Financial Institutions via any method we deem suitable and to authorize Financial Institutions to debit and credit your Accounts in accordance with your instructions.

i. ACH Authorization. You authorize Bank to initiate ACH transactions to your External Account. You agree and acknowledge that all ACH transactions involving your Accounts must comply with applicable law. You agree that the rules governing ACH transactions will not apply to Transfer Instructions for which the ACH was not actually utilized.

You agree and acknowledge that we are not required to give you next day notice after our receipt of any ACH credit for a rejected or returned Transfer Instruction; instead, notification is sufficient by posting the re-credited amount to the applicable Account used for the debit and listing it on your periodic statement. Credit given by us to you with respect to an ACH request is provisional until we receive final settlement for such entry through a

Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with the ACH request. Funds credited to your Account as a result of ACH debits originated by you with us may be held until the third Business Day following the credit to your Account.

j. Scheduled or Recurring Transfers. When you schedule any type of external transfer, including any recurring transfer, for a future date, it must be properly submitted at least one calendar day prior to the desired processing date. All such transactions will only be processed on Business Days. If the future date for processing is not a Business Day, the transfer will be processed on the next Business Day following the scheduled date. Scheduled or recurring transfers are subject to all Limits.

k. Cancellation and Stop Payment Requests. For future dated Transfer Requests, you may request to cancel such transfers through the System up to 3:00 PM Pacific Time the day before the scheduled transfer date. A stop payment may not be placed on an external funds transfer already processing through the System. We will, where permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, if the Eligible Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

l. Sufficient Funds. You are required to have sufficient funds available in the funding Account designated in your Transfer Instruction(s) by the opening of the Business Day the transfer is to be processed. If a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you authorize us to, debit any of your Eligible Accounts to the extent necessary to offset any resulting deficiency. If the debit side fails or is returned for any reason, and the credit side has been released and cannot be collected, you authorize us to collect from the External Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited, you authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit.

m. Erroneous Setup or Transfer Information. If we believe any information you provide in the setup of the Service, in using the Service, or in a Transfer Instruction is incorrect, we may delete, or refuse to act on, such information or such Transfer Instruction. To proceed with setup or making a Transfer Instruction, you must, as applicable, restart the setup process or submit new, corrected Transfer Instructions.

n. Declined, Failed, or Returned Transfers. We will use reasonable efforts to make all your transfers properly. We will also make reasonable efforts to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you. We may, at any time, decline any transfer that we believe may violate applicable law, where there are not sufficient funds in your Account to affect any requested transfer, or for any other reason consistent with this Agreement. We will notify you if we decide to refuse to transfer funds. No notification is required if you attempt to make a transfer that is not allowed under this Agreement. You agree to reimburse us immediately upon demand any transferred amount that has not been returned to us. You authorize us to deduct these amounts from your Account by ACH debit. You will reimburse us for any fees or costs we incur in attempting to collect the amount of the return from you. You hereby authorize us to report the facts concerning the return to any credit reporting agencies.

o. Financial Institution Requirements. You understand that your relationship with Financial Institutions is independent of us and your use of the Service. We are not responsible for the acts or omissions of any Financial Institution or other provider of any Account, including, without limitation, any modification, interruption, or discontinuance of any Account by such provider. You agree to be bound by the rules and regulations that govern applicable funds transfer systems. You agree not to transfer funds to an External Account where the transfer would not be allowed under the rules and regulations of such account.

p. Special Indemnification and Limitation of Liability. Without limiting your other obligations under this Agreement, you agree that we shall not be liable and that you will indemnify and hold us harmless from and against any costs, fees, losses, or damages of any kind incurred as a result of (i) our access to the Accounts; (ii) our debit or credit or inability to debit or credit the Accounts in accordance with your Transfer Instructions; (iii) any inaccuracy, incompleteness, or misinformation contained in the information retrieved from the Accounts; (iv) any charges imposed by any provider of Accounts; and (v) any funds transfer limitations set by the other Financial Institutions or other providers of the Accounts. In addition, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances: (i) the Eligible Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft Account; (ii) the Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction; (iii) the transfer is refused by us consistent with this Agreement; (iv) you have not provided us with the correct information, including but not limited to the correct Eligible Account or External Account information; or (v) circumstances beyond our control (including, but not limited to, fire, flood, network or system down time, issues with the Financial Institution(s), or interference from an outside force) prevent the proper execution of the transfer.

14. Online Bill Payment Service. This Service allows you to make payments to others (the “Bill Pay Service”). You may use the Bill Pay Service, iPay, to direct the Bank to make payments from designated account(s) to a payee. As used in this Section 14, the term “payee” is any individual, business, or merchant you designate as the recipient of a payment, including financial institutions. If you are enrolled in the Bill Pay Service, the terms and conditions of this Section 14 form part of this Agreement.

a. How to Set Up Payees and Payments. By completing a bill pay enrollment form, you may add a new payment (fixed or recurring) to a payee only if the payee is listed as an authorized payee at iPay. Most other additions, deletions, or changes can be made in writing or by using the Bill Pay Service. If you want to add a new payee, use the “Pay a bill/person” menu. A newly added payee may not be available until it has been verified and accepted by the Bank. Each new payee accepted by the Bank will be assigned a payee code; however, we reserve the right to refuse the addition of a payee for any reason.

You may pay almost anyone but there are several restrictions: 1) the payee/merchant must be located in the United States; 2) payments may not be remitted to tax authorities or government and collection agencies; 3) payments may not be remitted to Security/Investment companies such as Ameritrade for stock purchases or trade taxing authorities and 4) payments may not be directed to Court directed payees such as alimony, child support, or other legal debts. We will not be responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if the payment is rejected or reversed for cause (see below) or if attempt to pay a payee that is not on your “Authorized Payee List.”

b. The Bill Paying Process.

(i) Single Payments. Any payment(s) will be processed on the business day that you designate as the payment’s process date, provided the payment is submitted prior to the Bill Pay Cut-Off set forth in Section

25. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business day as the payment's process date, the payment will be processed on the first business day following the designated process date. We reserve the right to change the cut-off time as necessary and to provide notice to you of the change.

(ii) Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business day, it is adjusted based upon the following rules: If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date; If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. **NOTE:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in a particular month, then the last calendar day of that month is used as the calculated process date.

Electronic payments will occur in 2-4 days. For payments made by check, depending on where the payee resides, to reach the payee you must allow at least 4-8 days, prior to the due date as delivery will depend on US Mail. Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

c. Rejection or Reversal of Payments. You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as any other payment obligations you have to the Bank. The Bank reserves the right to, without liability, reject or reverse a bill payment if you fail to comply with this requirement. If you do not have sufficient funds in the account and we have not exercised our right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of the accounts with the Bank to cover such obligations and resulting fees such as an overdraft fee.

d. Liability; Limitation of Liability. You are liable for all transactions you or your authorized representatives make even if that person exceeds his or her authority. You will be responsible for any bill payment request containing errors or a duplicate request. In addition to, and not limitation of, the Limitation of Liability provided in Section 26 below and limitations elsewhere in this Agreement we are not responsible for a bill payment that is not made if you did not properly follow the instructions for making such a bill payment. We are not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you did not receive credit from a payee for a bill payment. We are not responsible for your acts or omissions, or those of any other authorized person including, without limitation, any related transmission or communication. No such party shall be deemed to be the Bank's agent. We will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Bill Pay Service. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

15. Mobile Remote Deposit Capture Service. The Mobile Remote Deposit Capture Service ("mRDC Service") allows you to remotely deposit paper checks into an eligible account by creating an Electronic Deposit through the Bank's Mobile Banking Application, which is processed like a paper check. If you have enrolled in the mRDC Service, the terms and conditions of this Section 15 form part of this Agreement.

a. Additional Definitions. Additional definitions applicable to this Section 15 are as follows:

- **“Check Image”** means an electronic image of an original paper draft (check), payable on demand, and drawn on (or payable through) an office of a United States bank.
- **“Capture Device”** means the mobile device (camera), software, or web-based applications used by you to prepare a Check Image, create an Electronic Deposit, and access the mRDC Service.
- **“Electronic Deposit”** means the package of information (including the Check Image, dollar amount information, deposit account information, etc.) that is transmitted to the Bank allowing for the deposit, processing, and collection of the item.
- **“MICR Data”** means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account, and check serial numbers.
- **“Mobile Banking Application”** means: 1) the Bank’s downloadable mobile application (“app”) for use on a mobile device or mobile smart telephone which enables transmission to the Bank of the Check Image; and/or 2) the link provided by the Bank on its website which enables transmission to the Bank of the Check Image.
- **“Substitute Check”** means a paper reproduction of a check that satisfies the requirements and definition of “substitute check” set forth in Regulation CC.

b. Account Eligibility and Limitations. Use of the mRDC Service is subject to approval. The following minimum requirements (which may be waived by Bank in its sole discretion) apply: (i) you must have a relationship with the Bank for greater than 90 days; (ii) account owner must be at least 18 years of age; (iii) account(s) must be and remain in good standing and have no restrictions; and (iv) you must have no overdrafts or non-sufficient funds violations in the past 3 statement cycles.

c. Your Responsibility. With respect to each Electronic Deposit that you transmit to the Bank, you indemnify and hold Bank, its affiliates and other service providers and each of Bank’s and their respective officers, directors, employees and agents harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (i) from your failure to follow the eligibility or endorsement standards outlined in this Agreement; (ii) from your breach of any check presentment representation or warranty; (iii) as a result of any of your acts or omissions in the capturing, creation, or transmission of the Electronic Deposit; (iv) from any duplicate, fraudulent, or unauthorized presentment of an Electronic Deposit; (v) for any loss caused by Bank’s acceptance of the Electronic Deposit in lieu of the original paper check; or (vi) from any other act or omission arising out of Bank’s action or inaction taken pursuant to any request by you or pursuant to this Agreement.

If you believe you may have deposited a check more than once, call the Bank immediately.

d. Security Procedures. You must comply with all security procedures for the mRDC Service that are established by the Bank or set forth in any written user requirements communicated to you. You are solely responsible for: (i) maintaining your own internal security procedures for maintaining, marking, destroying paper items deposited using the mRDC Service; (ii) Safeguarding the security and confidentiality of any information obtained from your deposited checks that may be printed from, stored on, or transferred from, the Capture Device; and (iii) Preventing errors or unauthorized access to the Capture Device. You agree that the

purpose of the security procedures set forth in this Agreement, including this Section 15.d., is to verify the authenticity of instructions transmitted to Bank in your name and not to detect an error in the transmission or content of any instruction, and that no security procedure for the detection of such errors has been agreed upon by the Bank and you, and that the Bank will undertake no such effort. You agree that the Bank shall be authorized to effect the mRDC Service upon receipt and verification by the System of your password(s), and that the Bank is authorized to act on instructions received upon receipt and verification by the System of your password(s). The Bank assumes no responsibility for ascertaining the genuineness or authenticity of instructions sent via the System.

e. Bank's Responsibility; Limitation of Liability. In addition to, and not limitation of, the Limitation of Liability provided in Section 26 below and limitations elsewhere in this Agreement, the Bank is not liable for system failures or temporary service disruptions that cause the mRDC Service to be unavailable. If the mRDC Service is unavailable, you are responsible for carrying out your business through alternative channels. Further, the Bank is not liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted using the mRDC Service. Furthermore, the Bank is not liable to you for a failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which you have not provided Bank with full and correct MICR Data and dollar amount from the original paper check; (ii) for which you have not provided an accurate and legible image of the original paper check, (iii) for which you have failed to comply with formatting standards or other guidelines required by Bank; or (iv) that would violate this Agreement or any other agreement between you and the Bank.

f. Determination of Items Eligible for the mRDC Service. You may only create a Check Image of items made payable to you individually or to you alternatively with another person or persons (John Doe or Jane Doe); jointly payable items (John Doe and Jane Doe) may not be deposited using the mRDC Service unless both parties have endorsed the item (see additional endorsement standards below). Without limiting the preceding sentence, the Bank reserves the right to reject any deposit for any reason and the following items are specifically not eligible for deposit using the mRDC Service:

- **U.S. Treasury Checks;**
- **Checks, including travelers checks, that are drawn on banks located outside of the United States;**
- **Money orders and postal money orders;**
- **Credit card checks;**
- **Checks payable in a medium other than U.S. dollars;**
- **Non-cash items (as defined under Section 229.2(u) of Federal Reserve’s Regulation CC);**
- **Promissory notes and similar obligations, such as savings bonds;**
- **Third party checks;**
- **Pre-existing substitute checks;**
- **Checks that have been previously returned as unpaid or uncollected;**
- **Checks greater than 180 days old;**
- **Checks which are drawn on a deposit account of yours at Bank or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer (unless prior approval is granted by Bank in writing);**
- **Checks that contain erasures or checks that have been altered; and**
- **Any other class of checks or drafts as identified by the Bank to you from time to time.**

g. Creating an Electronic Deposit.

(i) The check must be properly endorsed and deposited into an account of one of the payees.

(ii) The check must include a restrictive endorsement; prior to capturing an image of the check, you must write “For Mobile Deposit Only to CalPrivate Bank” on the back of the check.

(iii) You are responsible for creating an accurate Check Image and inputting the correct dollar amount of the check into the Capture Device. In creating the Check Image, you must ensure that the MICR Data, check number, and name of the maker of the check are commercially printed on the check. Any defects such as tears or alterations may prevent the Capture Device from creating an accurate Check Image, causing the Electronic Deposit to be rejected. If you receive error messages indicating that the Electronic Deposit has been rejected, then the check must be physically deposited at your local bank branch or ATM.

(iv) You are responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount, the signature of the person who made the check, presence of restrictive endorsement language on the back of the check, and for ensuring that any and all information on the paper check is accurately captured and legible in the resulting Check Image.

If any information is not accurately captured and legible, you may cancel the scan/photograph and rescan/re-photograph the physical check. Any physical check that continues to yield an illegible Check Image after repeated scanning/photographing attempts must be physically deposited at your local branch.

(v) You acknowledge that the Capture Device may not capture all security features (e.g., watermarks) contained in or on the original paper checks, and you must manually examine the paper item to determine authenticity prior to creating a Check Image or submitting an Electronic Deposit. You agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

h. **Submitting an Electronic Deposit.** Performance of the mRDC Service may be affected by external factors such as communication network latency. An Electronic Deposit is not considered “received” by Bank for deposit until the entire Electronic Deposit transmission is received by Bank and accepted at the location where the Bank or its designated agents post the credit to the account. You shall remain liable for, and Bank shall not be accountable to you for, Electronic Items not received by the Bank.

i. **Deposit Limits.** You are limited in the amount that you may deposit at any given time using the mRDC Service. The following deposit limits may apply to each account:

- **Per Item Limit – Limits the value of each item that you deposit and applies to each separate item that you deposit.**
- **Daily Limit – Limits the total combined value of all items deposited in a single business day and/or the number of items deposited in a single business day. Deposits made after the daily cut-off time or on a non-business day (as explained in the “Funds Availability” section below) will apply to the daily limit of the next business day.**
- **Rolling 30 Day Limit – Limits the total combined value of all items deposited in a rolling 30 day period. For the purposes of deposit limits a “rolling 30 day period” is defined as 30 consecutive business days.**

The deposit limits vary depending on many factors including your deposit history and the length of your relationship with the Bank. Deposit limits are subject to change as the Bank continually evaluates these factors. .

j. **Funds Availability.** This policy only applies to deposits made using the mRDC Service; deposits made at a branch location remain subject to the funds availability policy outlined in the most current version of your applicable deposit account agreement. Bank is not liable for transactions you initiate before the funds are available for your use. Until you receive confirmation that the funds are made available, you may not withdraw the funds in cash and the Bank may not use the funds to pay items that you have written or honor other withdrawals you request. If the Bank pays items that you have written or honors other withdrawals before funds are available to you, the Bank may charge a fee for this. The mRDC Service is available 24/7/365, but the funds availability of the approved deposit is subject to the following processing cut-off times:

(i) Deposits submitted and deemed received before the Mobile Deposit Cut-Off set forth in Section 25 on a business day – generally, the total daily deposits will be available on the same day.

(ii) Deposits submitted and deemed received after the Mobile Deposit Cut-Off set forth in Section 25 on a business day (or items deposited on a non-business day) – these deposits will not be processed until the next available business day, which will be considered the recorded day of the deposit. Generally, the Bank will make the total daily deposits available on the next available business day.

In certain circumstances, and at the Bank's discretion, the balance of the deposit may be delayed for a longer period under any of the following circumstances: (i) the Bank believes a check you deposit will not be paid; (ii) you deposit checks totaling more than \$5,000 on any one day; (iii) you have overdrawn your account repeatedly in the past six months; or (iv) there is an emergency, such as the failure of computer or communications equipment.

The Bank will notify you if it delays your ability to withdraw funds for any of these reasons, and the Bank will tell you when the funds will be available. In general, funds delayed for the above reasons will be available no later than the seventh business day after the recorded day of your deposit.

Even after the item has "cleared" and the Bank has made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to the Bank unpaid and for any other problems involving the deposit.

k. Returned or Rejected Items. If a check that is deposited using the mRDC Service is returned to the Bank for any reason (such as non-sufficient funds), you agree that the Bank may charge the account for any and all fees associated with the returned item. You will not be charged the returned item fee for rejected items. Items that are rejected for deposit using Mobile Remote Deposit Service may be re-presented for deposit at a physical branch of the Bank.

l. Collection of an Electronic Deposit. Electronic Deposits are processed similarly to traditional deposits; the mRDC Service does not process Electronic Deposits through ACH conversion. The Bank will determine the manner in which it will seek to collect an Electronic Deposit and the Bank reserves the right to process an Electronic Deposit by any of the following methods:

- **Present or transfer the Check Image to the paying bank, a Federal Reserve Bank, image share/exchange network, or other collecting bank;**
- **Create a Substitute Check from the Check Image and collect the Substitute Check; or,**
- **Request that you provide to the Bank the original paper check from which the Check Image was created and then collect the original paper check.**

The Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but the Bank has no obligation to do so. If the Bank requires that you comply with certain formatting standards or other guidelines when submitting Electronic Deposits and you decline to implement, or comply with, such standards or guidelines, you acknowledge that the Bank is not liable for any error or loss that results from the Bank's processing of such Electronic Deposit or any delays caused from the Bank's re-formatting or conversion of the Electronic Deposit prior to processing. The Bank will have no liability to you or any other person in the event that your deposited check is processed as, or converted by the Bank to, a Check Image or Substitute Check.

m. Marking, Retaining, and Destroying Original Paper Checks. To mitigate the risk of potential fraud and to prevent the presentment of duplicate items, you agree to write the restrictive endorsement "For Mobile Deposit Only to CalPrivate Bank" on the back of each original paper check prior to electronic deposit. You must destroy the original paper check in accordance with this Agreement and employ commercially reasonable methods to securely store the original paper check until destruction. You agree to securely store all deposited checks in a location away from daily processing activities. To help ensure that checks are not

electronically processed more than once or physically deposited at the Bank after being electronically deposited, you will establish procedures to ensure that only authorized persons have access to these checks. You agree to retain all checks for at least seven (7) days after the deposit is made in case a check is returned and you need to collect on the check by re-depositing the original item. You agree to destroy all deposited checks no later than fourteen (14) days after deposit. Cross-cut shredding is strongly recommended for check destruction. At Bank's request, you must provide the original paper check to the Bank if the original paper check has not been destroyed by you and the Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit. In the event the Bank, in its sole discretion, determines that it requires the original paper check for re-presentment in order to collect a returned Check Image or Substitute Check, you are responsible for providing to the Bank the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.

n. Representations and Warranties by You. With respect to each Electronic Deposit that you transmit to the Bank, you are deemed to make any representation or warranty that would have applied had you deposited the original paper check. In addition, you are deemed to make to Bank any representation or warranty that the Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting Bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when the Bank transfers, presents, or originates the Electronic Deposit, or a Substitute Check created from that Check Image. These representations and warranties include but are not limited to, that: (a) the transmissions contain accurate images of the front and back of the original checks; (b) the transmissions contain all necessary endorsements; and (c) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.

o. Additional Limitations of the mRDC Service. The mRDC Service is only available for use within the United States. The Bank reserves the right to periodically audit your eligibility for the mRDC Service, security, and information technology processes, and to require you to implement reasonable and necessary controls. Once a Check Image has been received for deposit, the Bank is not able to delete or remove the item from the collection process and it becomes subject to the funds availability policy described herein.

16. Stop Payment Service. You may stop payment on a check by providing us with timely, complete and accurate information on the number of the account in question and the item number. It is recommended that you provide as much additional information as possible regarding the check, including the date of the item; the payee information; and the EXACT amount of the item (dollars and cents). Stop payment requests are valid for Six Months (180 days) from the date the order is accepted. At expiration, an order may be renewed for an additional six months at your request. If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Stop Payments must be received by the Stop Payment Cut-Off set forth in Section 25 on a business day in order to be included in the current end of day processing, and stop payment fees post the same day if the Stop Payment request is received before the Stop Payment Cut-Off set forth in Section 25 on a business day. Stop Payment requests become effective when the Bank confirms their receipt and has verified that the item has not been paid, which is generally within two business days of when the Stop Payment request was made through the Service. A Stop Payment request made through the System will not be effective as to checks presented at the Bank unless the Stop Payment request was made prior to the Stop Payment Cut-Off set forth in Section 25 on the prior business day. From time to time, the on-line System may be inoperable. If that occurs, your request can be communicated to the Bank by telephone or in writing.

You understand that there may be claims or demands made against the Bank as a result of your stop payment request. If any claim or demand of whatever nature is made against the Bank with respect to the stop payment

order and/or the item itself, you agree to indemnify and defend the Bank and to reimburse the Bank for any such claims or demands, and for reasonable costs, expenses, or attorneys' fees that the Bank may incur in defending itself against any such claims or demands. You understand that the Bank will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the item number is correctly entered on the stop payment order, the Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished. Stop-payment requests made through the System may only be used for paper checks written from an account, and not for electronic or ACH debit transactions. All stop payment orders originated through the System are subject to applicable law and the Bank's usual rules and fees for such orders.

17. Preauthorized Funds Transfers; Amending/Canceling a Transaction.

a. Pre-authorized Electronic Funds Transfers. Pre-authorized electronic fund transfers include payments or deposits you have authorized to be made to your checking or savings account at least once every 60 days by your employer, Social Security Administration, other governmental agencies, or by some specific company or individual. Pre-authorized electronic fund transfers also include regular payments you have authorized us to make from your checking or savings account to cover insurance premiums, utility bills, rent or house payments, or other recurring obligations. For example, you may use the Bill Pay Service to authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. The following provisions are applicable to deposit or payment transactions you have pre-authorized us to complete for you:

- **Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call (619) 437-1000, or write us at CalPrivate Bank, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will not charge you for stop payment orders on these payments.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

b. Amending/Canceling a Transaction. You can use the System to cancel or change one-time or recurring transfers or loan payments you have previously scheduled through the System. Scheduled transfers or loan payments may be canceled or changed up to the Internal Transfer Cut-Off set forth in Section 25 on the business day prior to the scheduled transfer or payment date. You may also amend or cancel a recurring preauthorized electronic funds transfer from your account by notifying us orally or in writing at least three business days before the scheduled date of the transfer at the telephone number and address set forth above.

Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. We may not have a reasonable opportunity to act on any stop payment request after a funds transfer

or payment order has been processed. If you desire to stop any transfer or payment that has already been processed, you must follow the stop payment procedure set forth above.

You understand that there may be claims or demands made against the Bank as a result of your stop payment request. If any claim or demand of whatever nature is made against the Bank with respect to the stop payment order and/or the item itself, you agree to indemnify and defend the Bank and to reimburse the Bank for any such claims or demands, and for reasonable costs, expenses or attorney's fees that the Bank may incur in defending itself against any such claims or demands. You understand that the Bank will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the item number, the date of the item, and the amount of the item are correctly entered on the stop payment order, the Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished. Except as set forth herein, or applicable law provides otherwise, you do not have a right to cancel or amend a payment order or funds transfer instruction once we have received it.

18. Our Rejection of Transactions. We may refuse any funds transfer, or payment order, or instruction upon cause we deem reasonable and without prior notice. All specific examples of our right to refuse described in this Agreement are by way of illustration and not by way of limitation of the right set forth in this Section 18.

19. Notice of Returned Payments or Transfers. We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

20. Unauthorized Transactions. We may process any instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures you and the Bank have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay the Bank in the amount of such transactions, even though they are not transmitted or authorized by you.

We may elect to verify the authenticity or content of any instruction by placing a call to any authorized signer on an account or any other person designated by you for that purpose but we are not required to do so. If we are unable to verify an instruction to our satisfaction, or if we believe in good faith that such instruction violates a federal, state, or local law, regulation, or court instruction, then we may reject the instruction.

21. Your Liability for Unauthorized Transfers. If you permit other persons to send instructions and initiate payments or transfers from your account, or use your password, you are responsible for any transactions they authorize from your accounts.

Tell us AT ONCE if you believe your password has been lost, stolen, or compromised, or if you believe that an electronic funds transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by password or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped

someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your password has been lost, stolen, or compromised, or that someone has transferred or may transfer money from your account without your permission, call (619) 437-1000, or write us at CalPrivate Bank, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

22. Transaction Limits and Safeguards. You agree not to exceed the transaction limits we may establish from time to time for your account.

23. Limitations on Frequency and Amount. For security purposes, there are limits on the frequency and amount of funds transfers you may make using the System or certain Services.

24. E-Mail.

a. Use of Email. You must not use the CalPrivate Bank Online email function for communication that is time sensitive, such as placing stop payment orders, making fund transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on an account. If you send the Bank a message using email, the Bank will receive it by the following business day. You agree that we may take a reasonable period of time to act on any message.

b. Email Not Secure. Email transmissions are not secure. We recommend that you not send the Bank or ask for sensitive information via any general or public email system.

c. Response by Email. You agree that the Bank may respond to you by email with regard to any non-confidential matter related to CalPrivate Bank Online services or secure email for sensitive data. Any such message we send to you shall be considered received within three days of the date sent, regardless of whether you check email messages within that time frame.

25. Cut-Off Hours. A number of Services are subject to processing cut-off hours. All times are Pacific Time:

Bill Pay	1:00 PM
Mobile Deposit	5:00 PM
Internal Transfers	6:30 PM
Stop Payments	6:30 PM

26. Limitation of Liability; Our Liability for Failure to Complete Transfers or Payments. We will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement. If we do not complete a funds transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We shall incur no liability if we are unable to complete any instructions, payment orders or funds transfers initiated by you because: 1. you have failed to provide the correct password; 2. the System is not working properly and you knew or had been advised by the Service about the malfunction before you executed the transaction; 3. the payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not on your authorized payee list; 4. if the estimate of time to allow delivery to the payee is inaccurate; 5. due to delays in mail delivery or because the payee or a third party financial institution mishandles or delays processing a payment or transfer; 6. due to changes of payee address or account number; 7. due to the failure of any payee to correctly apply the payment in a timely manner; 8. you default under any agreement with us, or if you terminate this Agreement; 9. through

no fault of ours, you do not have sufficient available funds in your account; 10. if the transfer would go over the credit limit on your overdraft line or other limitations set by us; 11. a legal order directs us to prohibit withdrawals from your account(s); 12. your account has been closed or frozen; 13. you, or anyone you allow, commits any fraud or violates any law or regulation; 14. the equipment, phone lines, or computer systems were not working properly or were temporarily unavailable; 15. you have not properly followed the instructions for operating the Service; 16. circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions that we have taken; and 17. due to any other circumstances beyond our reasonable control. We are responsible only for exercising ordinary care in making payments you authorize. The list of examples set out in this Section 26 is meant to illustrate circumstances under which we would not be liable for failing to make a funds transfer or payment and is not intended to list all of the circumstances where we would not be liable. There may also be other exceptions to our liability, as stated in your deposit or other agreements with us.

27. Indemnification. Except as set forth herein or as otherwise required by law, you agree to indemnify, defend and hold the Bank, its parent company, affiliates and subsidiaries, and each of their respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorneys' fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (b) the actions or omissions of you or your agents or representatives; or (c) any breach of the agreements, representations, or warranties by you contained in this Agreement.

28. Arbitration. At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in San Diego County, California in accordance with the Consumer Arbitration Rules of the American Arbitration Association. Any arbitrator chosen to preside over the dispute must be a member of the California State Bar either actively engaged in the practice of law or a retired member of the California state or federal judiciary, and, unless otherwise agreed in writing, must have expertise in the process of deciding disputes in the deposit account and/or internet banking services context. Any party who fails to submit to binding arbitration following a lawful demand of the opposing party shall bear all costs and expenses, including reasonable attorney fees, incurred by the opposing party in compelling arbitration.

29. Statements. Information on transfers to or from your accounts will be reflected in your periodic statements. You may elect through the System to receive balance, deposit or limited transaction alerts.

30. Termination. You may cancel one or all of the System Services at any time by providing the Bank with written notice or by sending an email through CalPrivate Bank Online email function. Except as specifically provided herein, your access to the System, or the requested Service, will be disabled within three business days of our receipt of your instructions to cancel the Services. You agree, however, that you shall remain responsible for all outstanding fees and charges incurred prior to the date of cancellation, as well as all funds transfers, payment orders, instructions, and System Services effected by you, and any other obligation that arises prior to the effective date of the termination, as well as any fixed payment made by us on your behalf before we have a reasonable opportunity to act on your termination notice.

We may terminate or limit access to the System or the System Services for any of the following reasons: (a) without prior notice, if you have insufficient funds in any one of its accounts accessible by the System (System Services may be reinstated, in our sole discretion, upon three business days' notice); (b) without prior notice if the confidentiality of your password is compromised; (c) without prior notice, if we believe that an unauthorized transaction has taken or may take place involving any of the accounts or the Services; (d) without prior notice if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary

Checking Account; (e) without prior notice if you become insolvent or the subject of a bankruptcy proceeding; (f) without prior notice in the event of a material breach by you of this Agreement; and (g) upon reasonable notice, for any other reason or for no reason in our sole discretion. Additionally, we reserve the right to cancel the Services immediately if there is no log-in to the Services for more than six (6) consecutive months.

31. Disclosure of Account Information. We will disclose information to third parties about your account or the funds transfers you make: 1) to complete transfers as necessary; 2) to verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; 3) to comply with government agency or court orders; or 4) if you give us your written permission.

32. Notices. Unless this Agreement provides otherwise (i.e. that notice must be in writing), you may communicate with the Bank in any one of the following ways:

Email: treasurymanagement@calprivate.bank

Telephone: 619-437-1000

Facsimile: 858-875-9005

In Person or Postal Mail:

CalPrivate Bank

9404 Genesee Avenue, Suite 100

La Jolla, CA 92037

The addresses noted above may be changed by the Bank by notifying you of the changed address. A notice that must be provided in writing shall be delivered in person or by express carrier, sent by facsimile, or sent by United States registered or certified mail and is deemed given when received. You agree that any notice or other type of communication provided pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the System website or by email and shall be deemed given when sent or posted. You agree to notify the Bank immediately of any change in your email address.

33. Consent to Receive Electronic Notices; E-statements. By using the System or any Service, and/or agreeing to this E-Sign Consent, you consent to and agree that:

a. Any notice, record or other type of information that is provided to you in connection with the System or your use of the Services, such as Electronic Fund Transfer disclosures, other account disclosures, change-in-terms notices, privacy disclosures for consumers, fee schedules, transaction notices and alerts, account status notices, service messages, and any other type of notice (each a "Customer Notice"), may be sent to you electronically. A Customer Notice may be provided as a separate electronic document or may be included in an electronic account statement. An electronic Customer Notice sent to any account owner shall be deemed sent to, and received by, all account owners on the day we send it. We reserve the right to send a Customer Notice in paper format by postal mail.

b. You will promptly report to us any change to your contact information, including email address, name, physical address, mailing address (if different), and telephone numbers. You may update this information by contacting us at (619) 437-1000, or writing us at CalPrivate Bank, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037. Changes to certain contact information can be initiated in the Service.

c. We will not be obligated to provide any Customer Notice to you in paper form unless you specifically request us to do so. You may obtain paper copies of certain Customer Notices by downloading and/or printing them from the System. You may request a paper copy of a Customer Notice by contacting us at

(619) 437-1000, or writing us at CalPrivate Bank, 9404 Genesee Avenue, Suite 100, La Jolla, CA 92037. Unless set forth in your deposit account agreement, you will not be charged a fee for paper copies.

d. You may withdraw this consent to receive electronic delivery of Customer Notices by contacting us at the address or telephone number in Section 32 of this Agreement. However, withdrawing your consent means you may no longer be able to access the System or the Services.

e. In order to receive Customer Notices online you must maintain computer hardware and software of sufficient capability to be able to access and retain them electronically. The hardware and software you need is as follows: 1) internet access; 2) a computer and internet browser that can support 128-bit encryption; 3) Adobe® Acrobat Reader® (The most recent version may be downloaded free of charge from <http://www.adobe.com>); 4) access to a printer or storage medium such as a hard drive so that you can download and/or print Customer Notices for your records; and 5) a current, valid, external e-mail address. We may revise these hardware and software requirements. If there is a material chance that the changes may impact your ability to access Customer Notices, we will notify you of these changes in advance.

34. Miscellaneous Terms.

a. Agents. You will not allow others to provide instructions to us on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

b. Assignment. You may not assign this Agreement, nor assign any right or delegate any obligation under this Agreement, without prior written consent from the Bank and any purported assignment in violation of this Section 34.b. shall be void. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you and may assign its rights and delegate its duties under this Agreement to a company affiliated with it or to a third party. This Agreement is binding upon your heirs and permitted successor and assigns and the Bank's successors and assigns.

c. Amendments. We may amend (add to, delete, or change) the terms of this Agreement, the Service fees, cut-off times, and our operating procedures by providing you with prior written notice or prior electronic notice by email or through a notice on the System and the amendment is effective upon such date specified in the notice, or if no such date is specified, on the twenty-first day after mailing, emailing or posting. Mailed and emailed notices may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our records. We may amend the security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services. Further, the Bank's own internal policies and procedures may be changed without notice to you. Continued use of the System or any Service after receipt of notice of any amendment to this Agreement pursuant to this Section 34.c. shall constitute acceptance by you of the amendment.

d. California Law. This Agreement will be governed by and construed in accordance with the laws of the United States when applicable and with the laws of the State of California, without reference to California's conflict of law provisions.

e. Compliance with Laws. You agree to comply with all applicable U.S. federal and state laws, regulations and rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended

from time to time. By way of example, and not in limitation of the foregoing, you agree not to initiate any payment order or instruction that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

f. Entire Agreement. This Agreement supplements (and supersedes only where inconsistent) the terms of the deposit agreements, disclosures, and other documents in effect from time to time governing the accounts. Except as expressly set forth herein, this Agreement (along with any service fee schedule) constitutes the entire agreement between you and the Bank with respect to the Services.

g. Headings. Headings to sections of this Agreement, any addenda or any exhibit are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under this Agreement.

h. Monitoring of Communications. You agree on behalf of yourself and your agents or representatives that we may monitor and record your telephone and electronic communications in connection with the System Services at any time, without further notice to you or any party to the communication.

i. No Third Party Beneficiaries Except for Service Vendors. With the exception of vendors of Bank which provide equipment, software, or other products and services in connection with the Services described in this Agreement, this Agreement is made for the exclusive benefit of you and the Bank and no third party has any rights under this Agreement. You agree that such vendors are third-party beneficiaries of the Agreement and as such are entitled to rely on, and avail themselves of, the provisions of the Agreement as if they were the Bank, including, without limitation, the limitations on liability and the indemnities described in the Agreement.

j. No Third Party Use. Unless you have our prior written consent, you may not use the System to process transactions for third parties or permit others to initiate Service transactions on your behalf.

k. Sufficient Funds; Overdrafts; Offset. When you transmit a funds transfer, or payment order or instruction to the Bank, you represent and warrant that you have sufficient funds in your account for that purpose and authorize the Bank to charge the designated account for the amount indicated. You shall at all times maintain sufficient available funds in your account to pay the amount indicated and the fees, and other amounts that you are obligated to pay the Bank under this Agreement. If the designated account does not have sufficient available funds, the Bank may reject the transaction. The Bank's allowance of any overdraft will not obligate the Bank to honor future overdrafts at a later time, and the Bank may refuse to do so without cause or prior notice. The Bank may charge a fee for each payment order or funds transfer request presented against insufficient available funds. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting your designated account. If there are insufficient funds available in your designated account, you agree that the Bank may debit any account maintained by you with the Bank or that the Bank may set off against any amount it owes to you, in order to obtain payment of your obligations and you shall pay any amounts due immediately upon demand.

l. Security Interest. You grant us a security interest in your accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

m. Validity. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

n. Waivers / Overdrafts. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time. Our practice of allowing overdrafts will not obligate us to continue the practice at a later date. We may discontinue permitting overdrafts at any time and without prior notice. A waiver by the Bank or you of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any term or provision. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. No course of dealing between us and you will constitute a modification of this Agreement, including but not limited to the security procedures set forth herein, or constitute an agreement between us and you regardless of whatever practices and procedures we and you may use.

o. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to you as a result of such violation or amendment.

p. Survival. Whether or not explicitly stated herein, all provisions of this Agreement that by their nature are intended to survive termination of this Agreement (including but not limited to the arbitration provision, limitations of liability, indemnification provisions, disclaimers, and the grant of a security interest) shall survive termination of this Agreement.

Consumer Online Banking Fee Schedule

Presently, there is no charge to access the System or to conduct electronic funds transfers using the System. The fees and charges set forth in your account agreement(s) and disclosures continue to govern fees chargeable to you by the Bank, including when you use the Services. Such account-related fees and charges include but are not limited to stop payment fees and NSF fees.