



Cash Management and Treasury Services Agreement



silvergate.com
800-595-5856

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Table of Contents

Part A: General Matters	1
1. Introduction	1
3. Enrollment	2
4. Definitions.....	2
5. Notices.....	2
6. Change in Terms.....	3
7. Termination.....	3
8. Enforcement.....	4
9. Confidentiality.....	4
10. Contact in the Event of Unauthorized Transfers.....	4
11. Limitations on Transfers and Payments.....	5
12. Other Agreements.....	5
13. Fees and Charges.....	5
14. Errors or Questions about Your Electronic Transfers.....	5
15. Limitations of Liability of the Bank.....	6
16. Security Interest in Accounts.....	7
17. Reserve Account; Hold on Funds.....	7
18. Indemnity by You.....	8
19. Survival.....	8
20. Assignment.....	8
21. Waiver.....	8
22. Headings.....	8
23. Severability.....	8
24. Entire Agreement.....	8
25. Governing Law.....	8
Part B: Business Online Cash Management Banking Services	8
1. Access to the System.....	8
2. Using the System.....	9
3. Hours of Access.....	9
4. You are Responsible for Credentials and Instructions in Your Name.....	9
5. Your Obligation to Review Security Procedures.....	10
6. Your Duty to Safeguard Security Procedures.....	10

7. Responsibility for Primary Administrators.....	10
8. Responsibility for System Administrators.....	11
9. Overdrafts (Order of Payments, Transfers, and other Withdrawals).....	12
10. Basic Online Banking.....	12
(a) View Balance Information and Transactions.....	12
(b) Export Functions.....	12
(c) View Customer Checks.....	13
(d) Account Transfers and Loan Payments.....	13
(e) Advances from Customer’s Commercial Line of Credit.....	13
(f) Stop Payment.....	13
11. Bill Payment Service.....	14
12. Wire Transfer Service.....	15
13. ACH Service.....	15
14. Positive Pay Service.....	15
15. Office Deposit Service.....	15
16. Mobile Banking Service.....	16
Part C: Definitions and Fees.....	16
1. Definitions.....	16
2. Fees and Charges.....	22
Schedule A Bill Payment Service Terms and Conditions.....	23
1. Set up and Processing.....	23
2. Bill Payment Scheduling.....	23
3. Expedited Bill Payments.....	24
4. Payment Authorization and Payment Remittance.....	24
5. Bill Payment Methods.....	25
6. Bill Payment Cancellation Requests.....	25
7. Bill Payment Stop Payment Requests.....	25
8. Prohibited Payments.....	26
9. Exception Payments.....	26
10. Bill Delivery and Presentment.....	26
11. Exclusions of Warranties.....	27
12. Service Fees and Additional Charges.....	27
13. Failed or Returned Transactions.....	27
14. Alterations and Amendments.....	28
15. Address or Banking Changes.....	28

16. Bill Payment Service Termination, Cancellation, or Suspension.....	28
17. Payee Limitation.....	28
18. Returned Payments.....	29
19. Information Authorization.....	29
20. Disputes.....	29
Schedule B Wire Transfer Service Terms and Conditions.....	30
1. Funds Transfer Requests.....	30
2. Security Procedures to Verify a Wire Transfer Request.....	30
3. Payment to the Bank.....	31
4. Acceptance and Execution of Wire Transfer Requests.....	31
5. Foreign Currency Wire Transfer Requests.....	32
6. Designation of Funds Transfer System and/or Intermediary Bank.....	33
7. Account Reconciliation.....	33
8. Funds Transfer Delays or Failures.....	33
9. Liability.....	33
10. Data Retention.....	34
Schedule D Positive Pay Service Terms and Conditions for Checks and ACH Debit Entries.....	35
A. Positive Pay Service for Checks.....	35
1. Positive Pay Issuance File.....	35
2. Checks Covered by Positive Pay Service.....	36
3. Reliance on MICR Encoding.....	36
4. Accuracy of Information.....	36
5. Customer and Bank Communications.....	37
6. Lost or Destroyed Checks.....	37
7. Remedies.....	38
8. General Provisions.....	39
9. Your Responsibilities.....	40
10. Processing Times.....	41
B. Positive Pay Service for ACH Debit Entries.....	41
Schedule E Office Deposit Service Terms and Conditions.....	43
1. Access.....	43
2. Implementation.....	43
3. Your Responsibilities.....	43
4. Process.....	45

5. Compliance with Law.....	46
6. Communications Security Software.....	46
7. Bank Rights and Responsibilities.....	47
8. Processing Times.....	49
9. Security Procedures.....	50
10. Your Representations and Warranties.....	51
11. Fees.....	52
12. Term and Termination.....	52
13. Indemnification.....	52
14. Disclaimer.....	53
15. Bank's Liability.....	53
Schedule F Mobile Banking Service Terms and Conditions.....	55
1. Access.....	55
2. Dollar Limitations.....	55
3. The Mobile Banking Service.....	55
4. Terms and Conditions.....	55
Mobile Deposit.....	56
Eligible Items.....	56
Image Quality and Duplicate Deposit.....	56
Endorsement.....	57
Processing Time and Availability of Funds.....	57
Item Review and Rejection.....	57
Disposal of Transmitted Items.....	57
Restrictions and Limitations.....	57
Minimum Hardware and Software Requirements.....	58
Eligibility, Termination and Changes.....	58
Applicable Laws and Rules.....	58
No Waiver.....	58
Errors.....	58
Interruptions.....	58
Investigations.....	58
Indemnification.....	59
Authorized User License Agreement Terms for the Downloadable Mobile Deposit App.....	59
1. Ownership.....	59

2.	License.....	59
3.	Restrictions.....	59
4.	Disclaimer Warranty.....	59
5.	Limitations of Warranty.....	59
6.	U.S. Government Restricted Rights.....	60
7.	Miscellaneous.....	60
8.	Content and Services.....	60
5.	Your Responsibilities.....	60

Cut-Off Times	
Business Days	Monday to Friday (except Federal Reserve holidays)
Service Description	Cut-Off Time
ACH Files	5:00 p.m. Pacific Time
Internal Account Transfers and Loan Payments (transfers may only be made on business days)	Processed in Real Time
Bill Payments	You may input Bill Payment transactions up until 1:00 p.m. Pacific Time and select the Send On Date that the payment will be processed and your account debited. Scheduled Payments may be canceled up until the earlier of 6:00 p.m. of the Send On Date or the payment shows as “processing” in the System.
Office Deposits	5:00 p.m. Pacific Time
Domestic Wire Transfers	2:30 p.m. Pacific Time
Foreign Wire Transfers	1:00 p.m. Pacific Time
Positive Pay Issuance Files	The day of Check issuance
Positive Pay Check Exception Files Available	5:00 a.m. Pacific Time
Positive Pay Check Return Decisions	12:00 p.m. Pacific Time
Positive Pay ACH Debit Entry Decisions	Between 5:00 a.m. and 12:00 p.m. Pacific Time
Mobile Deposit	4:00 p.m. Pacific Time

Part A: General Matters

The following terms and conditions apply to the Customer and each and every Service used by the Customer.

1. **Introduction.** This Cash Management and Treasury Services Agreement and its schedules (collectively “CMTS Agreement”) is entered into by and between Silvergate Bank (“Bank”) and the customer (“Customer” or “you”). You may access your Accounts and Services through the Bank’s Online Business Banking System (“System”), API, and/or Portal (each an “Access Mechanism”). Each Access Mechanism requires an enrollment process (“Enrollment”). For By signing the Bank’s Signature Card you agree to the terms and conditions of this CMTS Agreement. You also accept all the terms and conditions of this CMTS Agreement when you use a Service. Please read this CMTS Agreement carefully. The terms and conditions of the deposit agreements and disclosures for each of your Accounts as well as your other agreements with the Bank such as loans, continue to apply notwithstanding anything to the contrary in this CMTS Agreement.
2. **Services.** The CMTS Agreement offers you possible access to the following non-exhaustive list of Services:
 - Reorder checks
 - Review eStatements
 - View current balance information

- Review posted transactions for the current and prior statement periods
- Export account history for download into various financial planning software
- View images of Customer Checks posted for the current and prior statement periods
- View loan accounts held at the Bank
- Transfer funds between deposit accounts
- Make payments on loan accounts held at the Bank
- Draw from commercial lines of credit
- Request stop payments on Customer Checks
- Pay bills and have electronic bill presentment from the Payee
- Initiate Wire Transfers
- Initiate ACH Entries
- Participate in Positive Pay for both checks and ACH
- Participate in Office Deposit
- Participate in Mobile Banking
- Participate in Lock Box

Some of the Services may appear on your screen on the System but not be available for use by you because you have not been approved by the Bank for that Service. You will have access to those Services that are approved by the Bank for you, which approval may be communicated by the Bank to you orally or in some other manner determined by the Bank.

3. **Enrollment.** You request access to and use of the Services selected by you during each respective Enrollment. You may be required to execute additional documents and/or agreements if you wish access to and use of additional Services. The Bank may approve or deny your request(s), and may discontinue or limit your use of one or more of the Services at any time.
4. **Definitions.** Capitalized terms have the meaning given to them in this CMTS Agreement. In addition, the certain capitalized and other terms have the meanings given to them in Part C.1 of this CMTS Agreement beginning on page 16.
5. **Notices.** Unless this CMTS Agreement provides otherwise, you can communicate with the Bank in any one of the following ways:
 - E-mail: You can contact the Bank by e-mail at customerservice@silvergate.com (Please note that banking transactions through the System are not made via e-mail.)
 - Telephone: You can contact the Bank by telephone at (800) 595-5856
 - U.S. Mail: You can write to the Bank at: Silvergate Bank, 4250 Executive Square, Ste. 300 La Jolla, CA 92037
 - In Person: You may visit the Bank in person at any one of the Bank's branch locations.

You agree that any notice or other type of communication provided to you pursuant to the terms of this CMTS Agreement, and any future disclosures required by law may be made electronically by

posting the notice on the System or by e-mailing you at the e-mail address you provide in your Enrollment, or by mail sent to the mailing address on file for you. Any such notice will be deemed given when posted or sent. You agree to notify us immediately of any change in your e-mail address or your postal mailing address.

6. **Change in Terms.** The Bank may amend or change the terms of this CMTS Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the Services, at any time, and effective as of the time the Bank determines, with or without notice to you, except as otherwise required by applicable law. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by you or the Bank at the time this CMTS Agreement is entered into. If advance notice of the change is not required, and disclosure does not jeopardize the security of an Account or the System, then you agree that the Bank may notify you of the change in terms by U.S. mail or by posting a notice on the Bank's website or System. Further, you agree that your continued use of the Services, constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the Account or discontinue the Service to which the change relates; otherwise, you will be deemed to have accepted and agreed to the change.
7. **Termination.** The Bank reserves the right to terminate this CMTS Agreement or limit your use of the System or one or more of the Services at any time and for any reason, as determined by the Bank in its sole discretion. The Bank also reserves the right to terminate this CMTS Agreement or one or more Services at any time, with or without cause and without prior notice. Examples of when the Bank may terminate this CMTS Agreement or one or more Services and the use of the Services without prior notice include, but are not limited to:
 - if you, or any Authorized User of your Credentials, breach this or any other agreement the Bank may have with you;
 - if the Bank has reason to believe that there has been or may be an unauthorized use of your Credentials or Account(s);
 - if there is conflicting claims as to the funds in any of your account(s);
 - if you request the Bank to do so;
 - if you have insufficient available funds in one or more Accounts; or
 - if you do not access the System for a period of 120 days or longer.

You may terminate your use of one or more Services or access to the System at any time, except for the ACH Service, which requires advance notice by you of at least 10 business days, by sending your instructions to terminate use of the Service(s) and the System by: (i) faxing the Bank at 858-362-6323; (ii) e-mailing the Bank at customerservice@silvergate.com; (iii) by calling the Bank at (800) 595-5856; or (iv) by writing the Bank at 4250 Executive Square, Suite 300, La Jolla, CA 92037. Your access to the System or Service will be suspended within three business days of the Bank's receipt of your instructions to terminate the Service(s) or access to the System. Termination will not affect your liability or obligations under this CMTS Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to

the date of termination. Termination will apply only to your use of the Service(s) and/or System and does not terminate your other relationships with the Bank. A Service may be reinstated, in the Bank's sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.

8. **Enforcement.** In the event either party brings a legal action to enforce this CMTS Agreement or collects amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.
9. **Confidentiality.** The Bank will disclose information to third parties about your Account or the transfers you make:
 - where it is necessary for completing transfers, or
 - to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
 - to comply with government agency or court orders, or
 - if you give the Bank written permission.

In addition to the above, the Bank may disclose information about you, your Accounts or transfers as otherwise provided in our Privacy Policy.

Also, in addition to the above, you understand information about your Accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your Accounts to persons or companies the Bank believes would use the information for reasonable purposes. In addition, the Bank routinely informs credit bureaus when accounts are closed because they were not handled properly. You agree and hereby authorize all of these transfers of information.

10. **Contact in the Event of Unauthorized Transfers.** You will not receive a separate statement for each one of the Services. Transfers to and from your accounts using the System will appear on the respective periodic paper or electronic statements for your Accounts. It is important to review your periodic account statements immediately upon receipt.

If you believe that your Credentials has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, call:

1- (800) 595-5856,

or write:

ATTN: Central Operations Silvergate Bank
4250 Executive Square, Suite 300,
La Jolla, CA 92037

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

11. **Limitations on Transfers and Payments.** When you request a transfer between Accounts or make a payment, you authorize the Bank to withdraw the necessary funds from your designated Account. You agree that you will instruct the Bank to make a withdrawal only when a sufficient balance is available in your Account at the time of withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, then you agree that the transfer or payment amount will not be withdrawn from your designated Account. If an uncollected funds hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.
12. **Other Agreements.** Your use of the Services is governed by this CMTS Agreement and may also be affected by other agreements between you and the Bank, including the Bank's Deposit Account Agreement and Regulatory Disclosure, any applicable loan agreements, or other account agreements that apply to the deposit or loan Accounts accessed by you using a Service (collectively, "Other Agreements"). You acknowledge receipt of these Other Agreements, which may contain applicable fees or other restrictions which might impact the use of your Accounts and one or more Services. This CMTS Agreement supplements applicable Other Agreements; provided, however, that where the terms of this Agreement differ from those of another Agreement, the terms of this CMTS Agreement shall supersede those of the Other Agreements (to the extent of the inconsistency).
13. **Fees and Charges.** You agree to pay the fees and charges for your use of the Services as set forth in the Bank's current Fee Schedules. You agree that all such fees and charges will be deducted from any one of your Accounts unless agreed upon by the Bank and you in your Enrollment that the fees and charges will be deducted from one particular designated account (the Settlement Account designated by you in Enrollment). If you close your Settlement Account, you must contact the Bank immediately to designate another account or Account as your Settlement Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this CMTS Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System or Services.
14. **Errors or Questions about Your Electronic Transfers.** Telephone the Bank at (800) 595-5856 or write the Bank at Silvergate Bank 4250 Executive Square, Suite 300, La Jolla, CA 92037, or e-mail the Bank at customerservice@silvergate.com, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer, payment order or other communication listed on the statement or receipt.

The Bank must hear from you no later than 60 days after the Bank has sent the FIRST statement on which the problem or error appeared.

- Tell the Bank your name and account number (if any).
- Describe the error or the transfer, payment order or other communication 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 the Bank the dollar amount of the suspected error.

If you tell the Bank orally, then the Bank may require that you send the Bank your complaint or question in writing within 10 business days

You agree to notify the Bank promptly of any discrepancy between your records and the information shown on any such statement or report. If you fail to notify the Bank of any such discrepancy within 60 days of receipt of a statement or report containing such information, then you agree that Bank shall not be liable for any losses or damages, including, but not limited to, the principal amount of or loss of interest with respect to the unauthorized or erroneous Payment Order or Communication, resulting from your failure to give notice of any such discrepancy. If you fail to notify the Bank of any such discrepancy within 30 days of receipt of such statement or report, then you will be precluded from asserting any claim to any interest loss damages for any discrepancy against the Bank. For purposes of this Section, you will be deemed to have “received” a periodic statement at the earlier of the time that (a) the Bank first makes it available to you for pick-up by you; or (b) the statement or information contained in the statement is made available to you electronically or by means of electronic banking systems.

15. **Limitations of Liability of the Bank.** The Bank is responsible only for performing the Services expressly provided for in this CMTS Agreement, and subject to the terms and conditions of this CMTS Agreement. The Bank will not be liable for its action or inaction except to the extent the same constitutes gross negligence or willful misconduct by the Bank. The Bank will not be responsible for your action or inaction, and none of your employees or agents will be considered agents of the Bank. The Bank’s liability and your sole and exclusive remedy for claims in connection with or arising out of this CMTS Agreement for any cause whatsoever and regardless of the form of action will be limited to actual, direct damages for losses resulting from the Bank’s gross negligence or willful misconduct. In no event will the Bank be liable for special, consequential, incidental, exemplary, or similar damages, including lost profits or lost savings, even if the Bank was advised of the possibility of those damages.

Without limiting the foregoing, each party agrees that damages as to any breach by the Bank of any term of this CMTS Agreement are speculative and difficult to determine, and further agrees that the Bank and its affiliates, agents, or otherwise will in no event be liable to you for an amount in excess of the amounts paid by you for the Services provided to you pursuant to this CMTS Agreement.

If the Bank is responsible to you for payment of interest under the provisions of this CMTS Agreement or under applicable law, the interest on the funds in error will be payable at a rate equal to the effective rate on the affected Account for the period involved or, if no specific Account is affected, at the federal funds rate of the Federal Reserve Bank of San Francisco.

The Bank will not be responsible for your acts or omissions, including without limitation, the amount, accuracy, timeliness of transmittal, or due authorization of any Communication received from you. The Bank will not be responsible for acts or omissions of those over whom the Bank does not exercise control, including the ACH operator, any transmission or communications service provider or facility, any Federal Reserve Bank, intermediary or collecting bank, and any Receiver or RDFI (including the improper return of an Entry by any Receiver or RDFI), and no such person will be deemed the Bank’s agent.

In addition, the Bank will be excused from any failure to transmit or from any delay in processing any transaction (including executing a Payment Order, transmitting an Entry, or processing any Check) if to do so would result in the Bank’s having exceeded any limitation upon intra-day net funds positions established pursuant to present or future Federal Reserve System guidelines, or

in the Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve System or any rule or regulation of any other U.S. federal or state or any foreign governmental regulatory authority.

The Bank makes no warranties, express or implied, with respect to the Services or the System whatsoever, including but not limited to, any warranty of merchantability, or fitness or a particular purpose, the existence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to the Bank or to you by licensor or others in connection with the Services or System. Without limiting the generality of the foregoing, the Bank makes no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the Services and System, the suitability of the Services, and with respect to any documentation.

This Section will survive the termination of this CMTS Agreement, and also limits the liability of any agent, employee, or affiliate of the Bank.

16. **Security Interest in Accounts.** You grant the Bank a security interest in all deposit Accounts or accounts (including any Reserve Account established by the Bank under Section 17 below) of yours held in your name at the Bank, and in all funds in such Accounts or accounts, to secure your obligations to the Bank under this CMTS Agreement. This security interest and the Bank's rights under this paragraph will survive termination of this CMTS Agreement or applicable Service.
17. **Reserve Account; Hold on Funds.** The Bank may, from time to time establish minimum amounts to be funded by you as reserve amounts. The Bank will endeavor to provide advance notice to you of any reserve requirement or change in an existing reserve requirement, and you will immediately fund the reserve amount with finally collected funds. The Bank may withhold and use any amounts due to you under this CMTS Agreement to fund or maintain any required reserve amounts, including without providing advance notice to you. The Bank may, at its option, transfer reserve amounts from any Account or account to a Bank-controlled reserve account ("Reserve Account").

Unless otherwise prohibited by law, the Bank may hold and restrict access to funds (including reserve amounts) on deposit in any Account or account (including any Reserve Account): (a) before termination of this CMTS Agreement; and (b) following termination of this CMTS Agreement for up to 90 days following the later of: (i) termination of this CMTS Agreement or applicable Service; or (ii) expiration of any and all return or chargeback rights, or any other obligation the Bank has or with the passage of time may have under any law, rule or regulation (including the Rules, Regulation CC, the federal Check Clearing for the 21st Century Act ("Check 21"), and any clearinghouse rules or rules of a funds transfer system) arising from any Communication or transaction (including ACH Entries, Customer Checks, Substitute Checks, Checks processed using the Office Deposit Service and other items) processed by the Bank under this CMTS Agreement for you.

You may be denied access to, use of, or ability to transfer or withdraw any funds in your Accounts or accounts when subjected by the Bank to a hold or access restriction as set forth in this Section 17. This Section 17 will survive the termination of this CMTS Agreement.

18. **Indemnity by You.** You agree to defend, indemnify and hold the Bank harmless against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of: (a) any acts or omissions by you or your employees or agents; (b) any claims against the Bank from a third party resulting directly or indirectly under this CMTS Agreement where the Bank has acted in accordance with your instructions and/or within the terms of this CMTS Agreement; and (c) any breach by you or your employees or agents of any representation, warranty, covenant or agreement made pursuant to or in this CMTS Agreement. Nothing contained in this CMTS Agreement will be deemed to relieve you of any liability, duty, or obligation which may be imposed upon you by any Applicable Laws or Regulations. This Section 18 will survive the termination of this CMTS Agreement.
19. **Survival.** Certain of the obligations of the parties pursuant to this CMTS Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this CMTS Agreement shall survive termination, cancellation, or expiration of this CMTS Agreement.
20. **Assignment.** You may not assign this CMTS Agreement. This CMTS Agreement is binding upon your heirs and the Bank's successors and assigns.
21. **Waiver.** Any waiver (express or implied) by either party of any default or breach of this CMTS Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.
22. **Headings.** The headings in this CMTS Agreement are for convenience or reference only and will not govern the interpretation of the provisions.
23. **Severability.** If any provision of this CMTS Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.
24. **Entire Agreement.** This CMTS Agreement, including its schedules, and its Exhibits and Addendums, constitutes the entire agreement between you and the Bank with respect to the subject matter hereof, and there are no understandings or agreements relative hereto which are not fully expressed in this CMTS Agreement.
25. **Governing Law.** This CMTS Agreement is governed by the laws of the State of California, without regard to its conflicts of laws provisions, and by applicable federal laws (except to the extent this CMTS Agreement can and does vary such rules or laws).

Part B: Business Online Cash Management Banking Services

The following terms and conditions set forth below and each Schedule, as applicable, apply to Customer's use of the particular Service.

1. **Access to the System.** To use the Business Online Banking System ("System"), one of your Accounts must be a checking account at the Bank, you must have access to an Internet service and an operating system that supports 128-bit encryption (e.g., Microsoft Internet Explorer 11 or higher, Microsoft Edge 41 or higher, Mozilla Firefox 56 or higher, Google Chrome 61 or higher or Apple Safari 11 or higher) with pop-up windows, session cookies enabled, and all Authorized Users must have an e-mail address and valid telephone number. The System and the applicable Service can be used to access only the Accounts which you have designated for access to the System and use of the Service in your Enrollment. You can add or delete any of your Accounts

from access to the System and use one or more Services by completing an Add/Change Form. Access to your Accounts through the System will be based upon the Security Procedures exhibit of the Business Online Banking Agreement (“BOB Agreement”). The Bank undertakes no obligation to monitor transactions through the System to determine that they are made on your behalf.

- Using the System.** You will receive an initial password and user identification (“User ID”) from the Bank prior to your initial login to the System. For security purposes, you will be required to change your initial password (“Password”) upon your initial login to System. Specifically, you agree to change your Password within 10 days of receipt. You determine what Password you will use, and the identity of your Password is not communicated to the Bank. You agree that the Bank is authorized to act on instructions received under your Password. You accept responsibility for the confidentiality and security of your Password and agree to change your Password every 90 days. Users should select Passwords that are between 8 and 12 characters in length, do not include more than 3 consecutive identical characters, do not match the associated User ID, are not one of the 15 previously used Passwords, and include 2 of the following types of characters, uppercase letters, lower case letters, numbers, and special characters. Passwords should not be easy to guess. The Bank has no obligation to verify that you have used a reasonable level of protection or to verify that your Password is changed at reasonable intervals. Upon three unsuccessful attempts to use your Password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us by phone or email to have your Password reset or to obtain a new temporary Password. System Administrators you designate will be responsible for resetting Passwords of your System users.

You acknowledge and agree that the Bank, in granting your request, issues to you the Password and User ID to facilitate your exclusive access to the System and the Service as requested in this CMTS Agreement and that the Password and User ID shall be kept absolutely confidential by you to ensure that unauthorized System access and therefore unauthorized access to your Accounts does not occur.

You agree and acknowledge that your Password, User ID, and other codes are authentication tools or methods used by the Bank to verify your identity and that the Bank may require you to use additional authentication tools or methods at any time and from time to time. You further agree that if you do not use the Bank’s additional authentication tools, if and when they become available, then your access and use of the Services or System may be limited or you may not be able to use the Services or System.

- Hours of Access.** You can use the System seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to emergency or scheduled system maintenance. The Bank agrees to post notice of any extended periods of non-availability on the System website. The Bank does not and cannot warrant that the System will operate without errors, or that any or all Services will be available and operational at all times.
- You are Responsible for Credentials and Instructions in Your Name.** The Credentials are an essential part of the Security Procedures. You agree that the Bank may use the Security Procedures to verify the authenticity of requests for a transfer, ACH, or wire transaction, or any other payment order (collectively a “Communication”) in your name that are received by the

Bank. If the Bank verifies the authenticity of a payment order or Communication using the Security Procedures, then the Bank may rely on and you will be obligated on the payment order or Communication, whether or not the payment order or Communication was authorized by you. Also, if a payment order or Communication was authorized by you, then you will be obligated on the payment order or Communication even if the Bank did not verify its authenticity using the Security Procedures and even if the Security Procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

You agree to consider the size, type and frequency of transfers, payment orders or other money transactions you use the Services to accomplish, the risks presented by the possibility of unauthorized access to these Services and your obligation on instructions or Communications even though they are unauthorized. Based on these considerations, you agree and acknowledge that the Security Procedures are commercially reasonable for you and that you will be bound by payment orders, instructions or Communications in your name as set forth above.

5. **Your Obligation to Review Security Procedures.** You agree to take appropriate steps to ensure that all Credentials and any other applicable Security Procedure issued to your agents, representatives, employees or officers are protected and kept confidential. In your review of the Services, including those aspects of the Services pertaining to the issuance, use, and protection of Credentials and Security Procedures, you agree to notify the Bank in the event your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify the Bank, then you acknowledge and agree that the security aspects of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use. The Security Procedures may be amended, modified or replaced by the Bank at any time.
6. **Your Duty to Safeguard Security Procedures.** You understand the importance of your role in preventing misuse of your Accounts through the System. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your Accounts. Your Credentials are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via the System is encrypted in an effort to provide transmission security, and the System utilizes identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. Notwithstanding the Bank's efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. The Bank cannot and does not warrant that all data transfers utilizing the System, or e-mail transmitted to and from the Bank, will not be monitored or read by others.
7. **Responsibility for Primary Administrators.** The System requires you to designate one Primary Administrator. The Primary Administrator is a System Administrator who is entitled to all services and to all accounts associated with those services based on the company's profile. While a company may only have one Primary Administrator, a company can have multiple

System Administrators created by either the Primary Administrator or a different System Administrator.

8. **Responsibility for System Administrators.** The Primary Administrator or another System Administrator designated by the Primary Administrator will be responsible for maintaining your System settings and user security. Access to your Account(s) through the System will be based upon the identification of authorized users (“Authorized Users”) and authority levels specified by the Primary Administrator designated by you in your Business Online Banking Administrative Authority Agreement. Specifically, the Primary Administrator is set up by the Bank after you make that designation in the Business Online Banking Administrative Authority Agreement. and then the Primary Administrator sets up the additional Authorized Users and each such user’s permissions, including additional System Administrators if so desired. You must notify the Bank if you terminate or change the Primary Administrator. You must also notify the Bank if you wish to add or delete Accounts or functionalities.

The System will allow a user with System Administrator access to establish authority levels to help you manage additional users and provide them with such optional services as bill payment, ACH origination, wire transfers, office deposit capabilities, and positive pay capabilities. The authority levels are used to specify who can access specific Accounts, what dollar amounts individuals are authorized to handle, and what functions an individual can access within an Account. The System has a hierarchical structure that gives the System Administrator access to all functions. The System Administrator is then responsible for setting up other users.

The System Administrator is responsible for assigning all Authorized Users with a Password, User ID and any other Credential that is necessary to access the Services or System and the Credential is of the sort that the Bank has allowed you or your System Administrator to have control over and who will be an Authorized User and what, if any, limitations (including what level of activity is appropriate for each account). Such limitations include, but are not limited to, determining which Authorized Users have access to bill payment, ACH and wire services, determine which Account(s) an Authorized User can access and determining dollar limitations for each type of Service that an Authorized User can access via the System. The System Administrator is also responsible for maintaining the System Administrator’s Password and User ID, resetting users, changing Account names, modifying display options and being the primary contact with the Bank support staff. Further, the System Administrator is responsible for the ability to add, change or delete Authorized Users; add, change or delete access to Account(s); and reset Passwords or applicable Credentials for Authorized Users. If the System Administrator revokes all the rights of Authorized User, then you must tell the Bank immediately in order to have the Authorized User removed from your profile. If the System Administrator is locked out of the System, then the System Administrator cannot unlock himself or herself and must contact the Bank. Finally, the System Administrator will have full access to your Accounts at the Bank, as well as any new accounts you may open in the future which are designated to be accessed via the System, including the ability to initiate transfers and add, change or delete stop payment requests.

The Bank will not control or oversee the System Administrator function. If you accept the System Administrator function, you agree to this and all action taken by the System Administrator, for any Authorized User, and of any person given access to the Services or

System by the Administrator or an Authorized User, and all such persons are your agent for purposes of use of the System or the Services. You further agree to assume all risks associated with providing User IDs, Passwords or applicable Credentials to your System Administrator, any Authorized User, any person given a Credential by either of them, or any other of your agents, representatives, employees or officers, and to limit the number of User IDs, Passwords and Credentials issued to only those who have a specific need to use the Services or System. You must establish authorization parameters and/or limits for each person you authorize to use the Services or System on your behalf.

9. **Overdrafts (Order of Payments, Transfers, and other Withdrawals).** If your Account has insufficient funds to perform all payment orders, transfers, or withdrawals you have requested for a given business day, then:
- (a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
 - (b) Electronic fund transfers initiated through the System which would result in an overdraft of your Account may, at the Bank's discretion, be canceled, including Bill Payments; and
 - (c) In the event the electronic fund transfers initiated through the System, which would result in an overdraft of your Account are not canceled, including Bill Payments, overdraft charges may be assessed pursuant to the terms of the Fee Schedules and Deposit Account Agreement and Regulatory Disclosure for that Account.

You shall pay overdrafts which occur from herein contemplated events, if any, with or without demand.

10. **Basic Online Banking.**

- (a) **View Balance Information and Transactions.** Account balance information (including loan Accounts) may include debits or credits that are provisional and subject to change. Balance and transaction information will reflect prior business day positions plus any additional intra-day memo posted items. Account transactions posted on the previous business day are normally available on the System by 9:00 a.m. each business day (excluding weekends and holidays). The Account Summary screen will include the ledger balance and available balance reflecting any pending transactions. Although the Bank agrees to use its best efforts to provide Account information at these times each business day, the Bank does not guarantee that Account information will be available according to this schedule. You can always obtain current Account information during business hours by contacting your branch. The Bank may at any time reduce the historical data available to you through the System, modify the format of that data, or otherwise limit the Service. The Bank's Account view and transaction history Service is not a disaster recovery or backup system; you are responsible for implementing those functions outside of the System.
- (b) **Export Functions.** The System may allow you to export Account data to financial software and other systems (including disaster recovery) used by you. The Bank is not responsible for successful export or for data corruption that may arise. You are, and the Bank is not responsible

for data integrity and information security of any of your systems, including those to which Account data is transferred by you.

- (c) **View Customer Checks.** The System may provide you the ability to view your presented Customer Checks. You (whether using Positive Pay Service or not) agree to review your Customer Checks and to notify the Bank immediately of any unauthorized, altered, or otherwise suspect items.
- (d) **Account Transfers and Loan Payments.** The System may allow you to transfer funds between your Accounts at the Bank (including on-us loan payments). Transfers may be done on either a one-time or recurring basis. If you request a transfer or loan payment for a future date and that date that is not a business day, then the Bank may process the request on the business day next following. In order to cancel future dated transfers between Accounts or future dated loan payments you must log onto the Services and delete the transfer. Instructions for canceling future dated transfers between Accounts or payments can be found using the help feature available with the Service. You agree an instruction from you to the Bank via the System to cancel a future dated transfer or future dated loan payment will not be valid unless the Bank has received your instructions to cancel the transfer or payment no later than 9:00 p.m. Pacific Time on the date on which the transfer or payment is scheduled to be made. A scheduled transfer or payment may only be edited by the Authorized User who created it. Transfers between your Accounts held at the Bank initiated through the System are posted to your Account the same day. You agree to communicate with all Authorized Users of your Account(s) concerning any transfers, bill payments, or other transactions from your Account(s) in order to avoid overdrafts.
- (e) **Advances from Customer's Commercial Line of Credit.** The System may allow you to draw on your credit facilities with the Bank. You may only use the advances to make a deposit to your checking or savings Account held with the Bank. You agree that every draw from the available credit balance on your commercial line of credit via the System is subject to all terms and conditions of your applicable Other Agreements (e.g., your commercial line of credit agreement, promissory notes or related loan agreements); provided, however, that any applicable Other Agreement affecting the credit facility is superseded if necessary to allow your use of the System to draw on the facility as described in this paragraph.
- (f) **Stop Payment.** The System may allow you to request stop payment on Customer Checks. However, the Bank's acceptance of a stop payment order will not constitute a representation that the Customer Check has not already been paid, or that the Bank has a reasonable opportunity to act upon the stop payment order. Stop payment on a Bill Payment transaction must be placed through the Bill Payment Service.

Prior to requesting a stop payment, you should first verify that the Customer Check has not already been posted to your Account. You understand that the Bank is not, and you are responsible for determining whether a Customer Check has or has not been paid. The Bank agrees to enter the stop payment order on its main computer system within a reasonable period of time after it receives the request; however, no stop payment order will be considered as received by the Bank until the stop payment order has been received and approved by the Bank. If you require immediate action regarding a stop payment order request, you must call your branch and speak to a branch representative. No stop payment order will be effective against a Customer Check that was paid prior to the time the Bank received and had a reasonable period of time to respond to the stop payment order. If the Customer Check in question has already been paid prior to the Bank's

entry of the stop payment order, then the Bank will not be liable for any loss incurred by you arising from the event.

You must provide the date, the amount, and the number of the Customer Check, together with the name of the payee and such other information as may be required by the System, for stop payment order requests. If you give the Bank incorrect information or insufficient data, then the Bank will not be liable for its failure to stop payment on the Customer Check. You may not stop payment on an official check, certified check, cashier's check, teller's check or bank draft issued by the Bank. You may not stop payment on Customer Checks governed by any separate agreement, such as a check guaranty agreement. You may not stop payment on a Customer Check after the Bank has accepted or otherwise become accountable on the Customer Check. The System may not be used to stop payment on any automatic entry, such as automatic monthly drafts or ACH debit or credit Entries, or any Payment Order after execution by the Bank, and the Bank may ignore these types of stop payment order requests.

You acknowledge that the System information available regarding the status of Customer Checks will not include transactions (including cash payments) on Customer Checks that occur on the same business day as the date on which the Bank receives the stop payment order request. You acknowledge that a transaction search using either the System or the Bank's main computer will not necessarily reveal whether or not a Customer Check has been paid until the banking day after the banking day on which the Bank receives the stop payment order request. Any loss suffered by you due to your decision to issue a new or replacement Customer Check, or to take any other action, based on information available through the System or the Bank's main computer prior to the next business day after the business day on which the stop payment order request was received by the Bank, will be your responsibility and not the Bank's.

If you make your stop payment order request via the System or by telephone, then the Bank may also require you to put your request in writing and send to the Bank within 14 days after you use the System or call. If the Bank does ask that you put your stop payment order request in writing and you fail to get it to the bank within 14 days after you used the System to place a stop payment order, then the stop payment order will be effective for 14 days. A stop payment order is effective for 6 months provided that the Bank did not ask for your stop payment order request in writing or the Bank did ask for it in writing and you got it to the Bank within 14 days after you used the System to place your stop payment order. After the expiration of the stop payment order, a Customer Check may be paid even though the Customer Check is stale dated or restrictions on the Customer Check may have passed (e.g., the check states that it is not valid after 30 days). If you would like the stop payment order to remain in effect after the six-month period or 14 day period, then you must renew it. You may cancel stop payment orders by writing to the Bank. Stop payment orders are automatically canceled when the Account on which the Customer Check is drawn is closed or at the end of the six-month term or 14 day period of the stop payment order (unless renewed).

You will incur stop payment order charge per each stop payment order request as disclosed in the current Fee Schedules for the applicable Account.

- 11. Bill Payment Service.** This Bill Payment Service only allows you to make payments to third parties, subject to the terms and conditions set forth in Schedule A of this CMTS Agreement. Also, this Bill Payment Service has an additional feature where you may ask your Payees to provide your bills to you electronically. In order to initiate Bill Payments through the System,

you must first request access to the Bill Payment Service in your Enrollment and agree to the terms of the BOB Agreement.

After the Bank receives your Bill Payment requests, the Bank will make your payment either by: (a) transferring funds electronically from your account to the payee; (b) electronically debit your Bill Payment Account in order to prepare a check and issuing it payable to the payee (the check may not be drawn off of your Bill Payment Account, and therefore may be drawn off the Bank's vendor's checking account); or (c) prepare a check drawn on your Bill Payment Account and issuing it payable to the payee.

12. **Wire Transfer Service.** This Wire Transfer Service allows you to transfer funds from your Account(s) at the Bank to an account or beneficiary at another financial institution, subject to the terms and conditions set forth in Schedule B of this CMTS Agreement. In order to initiate a Wire Transfer Request through the System, you must first request access to Wire Transfer Service in your Enrollment and agree to the terms and conditions of the BOB Agreement.

In the event this Wire Transfer Service is unavailable through the System, you should use another method including the Bank's API or Portal in order to be able to initiate a Wire Transfer Request; provided you have completed the applicable Enrollment for the applicable Access Mechanism. Wire Transfer Request instructions delivered to the Bank in your name will be authenticated using the applicable Security Procedures.

13. **ACH Service.** This ACH Service allows you to originate electronic funds transfer requests between your Account(s) at the Bank and accounts at other financial institutions using the ACH network on either a one-time or recurring basis, subject to the terms and conditions set forth in ACH Origination Agreement. In order to initiate ACH data through the System, you must first request access to ACH Service in your Enrollment and agree to the terms and conditions of the ACH Origination Agreement.

14. **Positive Pay Service.** This Positive Pay Service allows you to monitor your Customer Checks and ACH debit transactions in order to help reduce fraud, subject to the terms and conditions set forth in Schedule D of this CMTS Agreement. To obtain these benefits, you must first request access to Positive Pay Service in your Enrollment, designate the Account for which the Positive Pay Service will be used, and agree to the terms and conditions of the BOB Agreement.

For purposes of the Positive Pay Service, in the event of inconsistency between a provision of this CMTS Agreement, the Deposit Account Agreement and Regulatory Disclosure or the California Uniform Commercial Code, the provisions of this CMTS Agreement including, but not limited to, Schedule D of this CMTS Agreement, regarding this Positive Pay Service, shall control.

15. **Office Deposit Service.** This Office Deposit Service allows you to deposit Checks payable to you and written by your Patrons through the System, subject to the terms and conditions set forth in Schedule E of this CMTS Agreement. Specifically the Bank offers the Product and the Office Deposit Service for the conversion of Checks to Substitute Checks or Image Exchange Items, which enable you to transmit paper checks converted into Imaged Items to the Bank for processing and deposit into your Account(s).

In order to deposit checks through the System, you must first request access to the Office Deposit Service in your Enrollment, designate the Account for which the Office Deposit Service will be used, and agree to the terms and conditions of the BOB Agreement.

For purposes of the Office Deposit Service, in the event of conflicts between the terms and conditions of this CMTS Agreement and the other terms of the Deposit Account Agreement and Regulatory Disclosure, the terms of this CMTS Agreement, including, but not limited to, Schedule E of this CMTS, Agreement regarding this Office Deposit Service, shall control.

16. **Mobile Banking Service.** The Mobile Banking Service allows you to transmit imaged Items to the Bank or the Bank's designated processor to be cleared as Substitute Checks or Image Exchanged Items. This Service also allows you to obtain Account information, transfer funds between linked Accounts, initiate Bill Payments, and approve ACH Batches or Wire Transfers.

For purposes of the Mobile Banking Service, in the event of conflicts between the terms and conditions of this CMTS Agreement and the other terms of the Deposit Account Agreement and Regulatory Disclosure, the terms of this CMTS Agreement, including, but not limited to, Schedule F of this CMTS Agreement regarding this Mobile Banking Service, shall control.

Part C: Definitions and Fees

1. Definitions.

For purposes of this CMTS Agreement, including but not limited to the various Schedules of this CMTS Agreement, the following terms shall be defined as follows:

"Account" means one or more deposit or loan account(s), if applicable, of yours, held at the Bank or in your name.

"ACH" means an Automated Clearing House.

"ACH Service" means the services described in the ACH Origination Agreement, which allows you to originate electronic fund transfers between your Account(s) at the Bank and accounts at other financial institutions using the ACH network.

"Addendums" means one or more written documents agreed upon by the Bank, from time to time and at any time, that supplement this CMTS Agreement, including but not limited to the Schedules of this CMTS Agreement.

"Applicable Laws and Regulations" means (a) all state, federal or foreign laws, rules or regulations applicable to you, to your business activities or to your use of a Service (including requirements for you to maintain records regarding your business or employees or to withhold taxes or other deductions); and (b) the Rules.

"Authorized User" has the meaning given to it under Section 87 in Part B of this CMTS Agreement.

"Bank" along with the words, "us," "we," "our" and other similar terms means Silvergate Bank or any of its designated processors for Office Deposit Service, ACH Service or other Services.

"Bill Payments" means one or more payments made by you to third parties through the Bill Payment Service.

“Bill Payment Account” means the checking account from which Bill Payments will be debited.

“Bill Payment Service” means the services described in Schedule A to this CMTS Agreement, which allows you to make payments to third parties either by transferring funds electronically from your Bill Payment Account to a Payee; electronically debiting your Bill Payment Account in order to prepare a check.

“Business Day” means every Monday through Friday, excluding Federal Reserve holidays (e.g., January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 fall on a Sunday, the next Monday is not a business day). “Check” means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a Substitute Check or traveler’s check, and does not include a non-cash item payable in a medium other than United States dollars.

“Check 21” means the Check Clearing for the 21st Century Act found at 12 USC 5001, as it may be amended from time to time.

“Check Information” means check number and amount, or such information identifying an issued Customer Check as the Bank may from time to time require.

“CMTS Agreement” means the Silvergate Bank Cash Management and Treasury Services Agreement, which includes its Schedules, the Fee Schedules, and the BOB Agreement.

“Confidential Information” means any information obtained by, or disclosed or made available to you or the Bank (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient’s possession before the time of disclosure, (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party’s other Confidential Information. The Documentation and any materials relating to the Documentation will be deemed the Confidential Information of the Bank for purposes of Schedule E to this CMTS Agreement. Any nonpublic personal information regarding your Patrons shall be deemed the Confidential Information of the Patron for purposes of Schedule E to this CMTS Agreement.

“Consumer account” means a deposit account that is established primarily for personal, family, or household purposes.

“Communication” means a message or instruction received by the Bank in your name. It includes Payment Orders and other messages and instructions (e.g., an instruction to initiate a Debit Entry) that are not Payment Orders. It includes all requests by you for a Service, and requests to amend, cancel or otherwise affect a Service.

“Credential” and “Credentials,” have the meanings provided in the Security Agreement - Exhibit B or as defined in each Access Mechanism agreement and/or documentation.

“Credit Entry” has the meaning provided in the NACHA Rules.

“Customer” along with the words, “you,” “your” and other similar terms means the customer of the Bank that has executed the Silvergate Bank Business Online Banking Agreement and anyone else authorized by that Customer to exercise control over the Customer’s funds through one or more Services.

“Customer Check” means a Check drawn on a deposit Account of yours held at the Bank where you are the maker (or “drawer”) of the negotiable instrument.

“Damaged Checks” has the meaning given to it under Section 6.a. in Schedule D of this CMTS Agreement.

“Debit Entry” has the meaning provided in the NACHA Rules.

“Delivery Requirements” means the requirements the Bank imposes on you in the CMTS Agreement or BOB Agreement for the delivery of Entries in your name to the Bank via the System.

“Documentation” means all documentation, the user manual, any other manuals, all instructions (including online instructions) relating to the Product and the Office Deposit Service, which the Bank may provide to you from time-to-time in connection with the Product or the Office Deposit Service.

“Due Date” means the date reflected on your Payee statement for which the Bill Payment is due; it is not the late date or grace period.

“Effective Entry Date” has the meaning provided in the NACHA Rules.

“Endpoint” means any Federal Reserve Bank, financial institution, local clearing house, and courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.

“Enrollment” means the process by which your request access to one or more Services available through the Bank’s Business Online Banking System.

“Entry” has the meaning provided in the NACHA Rules. It will include Credit Entries and Debit Entries when the context so requires and will also mean the data received from you from which the Bank prepares Entries. It includes a request for an Entry and any amendment or cancellation request, unless otherwise specified.

“Exception Check” means a Presented Check that does not match the checks listed or identified on the Positive Pay File provided to the Bank via the System.

“Exception Checks Report” means a record of Exception Checks, which is provided by the Bank via the System to you.

“Exhibits” means the Exhibits to the BOB Agreement, as they may be amended from time to time.

“Expected Delivery Date” means the day displayed by the System for a Bill Payment to be delivered to a Payee based upon the Send On Date you select for a Bill Payment.

“Fees Schedules” has the meaning given to it under Section 2 of Part C of this CMTS Agreement.

“Fraud Prevention” means taking steps to prevent online fraud. Visit the Banks website, www.silvergate.com for steps in preventing fraud.

“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.

“Imaged Item” means the digitized image of a Check that is created by you and transmitted to the Bank using the Office Deposit Service.

“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 you, and includes Original Checks, Substitute Checks and Image Exchange Items.

“Lockbox Services” means a service provided by the Bank, whereby the Bank receives, processes and deposits a company’s receivables.

“NACHA” means the National Automated Clearing House Association.

“Mobile Banking” is a service provided by the Bank that allows its customers to conduct a range of financial transactions remotely using a mobile device such as a mobile phone or tablet, and using software, usually called an app, provided by the bank for mobile banking purposes.

“Non-cash Item” means an Item that would otherwise be an Item, except that: (a) a passbook, certificate or other document is attached; (b) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (c) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (d) 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 UCC and Regulation CC, respectively, Items that are stale dated by six months or more or post-dated, 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 your transaction limitations as established by the Bank from time to time.

“ODFI” means the Originating Depository Financial Institution.

“Office Deposit Account” means the deposit account(s) so designated by you in your System Enrollment.

“Office Deposit Service” means the services described in Schedule E to this CMTS Agreement, to be provided by the Bank to you 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.

“On-Us Entries” has the meaning provided in the NACHA Rules. “Originator” has the meaning provided in the NACHA Rules.

“Original Check” means the first paper Item issued with respect to a particular payment transaction.

“Patron” means the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Payment Instruction” means the information provided by you to the Bill Payment Service for a Bill Payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Send On Date).

“Payment Order” has the meaning given in Section 11103(a)(1) of the California Commercial Code. It includes an instruction or request to the Bank to transfer funds, to make a Bill Payment, or to initiate a Credit Entry or a Wire Transfer Request.

“Payor Financial Institution” means the United States Financial Institution ordered in an Item to make payment to the payee(s) on the Item.

“Positive Pay Account” means the Account(s) of yours, maintained by the Bank, to which the Positive Pay Service rendered by the Bank will apply.

“Positive Pay Issuance File” means a cumulative list of all Customer Checks or ACH electronic funds transfers, uploaded by you through the System to the Bank, that have been issued by you but have not been presented and are otherwise approved for payment under Schedule D to this CMTS Agreement.

“Positive Pay Service” means the services described in Schedule D to this CMTS Agreement that allow you to monitor Customer Checks or ACH electronic funds transfers via the System in order to help reduce fraud.

“Presented Check” means a Customer Check drawn on the Positive Pay Account and presented to the Bank for payment through the check collection system. A Customer Check presented to the Bank by the payee directly (for example, over-the-counter) or otherwise outside of the Bank’s automated check collection system will not be a Presented Check and will not be governed by Schedule D to this CMTS Agreement.

“Primary User” means the person entitled to all services and to all accounts associated with your System. The Primary User is authorized by you to perform all of the functions of a System Administrator including the authority to establish additional System Administrators.

“Product” means, collectively, the procedures, protocols, and software used by the Bank and its licensors and contractors in connection with the electronic processing of Items and includes without limitation the Office Deposit Service and the Mobile Banking Service.

“RDFI” means Receiving Depository Financial Institution. “Receiver” has the meaning given in the NACHA Rules.

“Receiver’s Account” means the deposit account of the Receiver.

“Regulation CC” means 12 C.F.R. Part 229, as it may be amended from time to time.

“Regulation EE” means 12 C.F.R. Part 205, as it may be amended from time to time.

“Reports” means the Positive Pay File, Exception Checks Report, Return Items File and any other written document that the Bank may designate, from time to time and at any time, as needed for the Positive Pay Service.

“Reserve Account” has the meaning given to it under Section 18 of Part A of this CMTS Agreement.

“Return Items File” means a record describing Exception Checks listed on the Exception Checks Report that you do not want to be paid, which is provided via the System by you to the Bank as described in Section 1.b. of Schedule D to this CMTS Agreement.

“Rules” means the set of rules issued by NACHA which govern funds transfers initiated via the ACH system.

“Scheduled Payment” means a Bill Payment that has been scheduled through the Bill Payment Service but has not begun processing.

“Schedules” mean Schedule A, Schedule B, , Schedule D, Schedule E, Schedule F, Schedule G, Schedule H to this CMTS Agreement, as they may be amended from time to time and any other written document that the Bank designates in the future as a Schedule to this CMTS Agreement.

“Security Procedures” has the meaning provided in Exhibit B – Security Agreement or as defined in each Access Mechanism agreement and/or documentation.

“Send On Date” means the day you select to send a Bill Payment to a Payee, which is also the day your Bill Payment Account will be debited, unless the Send On Date falls on a non-business day in which case it will be considered to be the previous business day.

“Service” means one or more of the services described in this CMTS Agreement.

“Settlement Account” means the Account that you have designated in your System Enrollment.

“Settlement Date” has the meaning given in the NACHA Rules.

“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 the 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. “System” means the Bank’s online banking system as described in this CMTS Agreement.

“System Administrator” means the person authorized by you to: (a) enable access to a Service (including by Authorized Users); (b) establish levels of authority for Authorized Users; or (c) administer any Service application.

“UCC” means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of Schedule E to this CMTS Agreement.

“United States Financial Institution” means (a) any person, located in the United States, engaged in the business of banking; (b) a Federal Reserve Bank; (c) a Federal Home Loan Bank; and (d) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

“Wire Transfer Request” means a funds transfer by Fedwire or similar large dollar payment system. It includes a request for a Wire Transfer and any amendment or cancellation request, unless otherwise specified.

“Wire Transfer Service” means the services described in Schedule B to this CMTS Agreement, which allow you to transfer funds from your Account(s) at the Bank to an account or beneficiary at another financial institution.

The singular includes the plural. References to “person” include natural and non-natural persons (e.g., corporations, limited liability companies, partnerships, trusts and other non-natural legal entities). The term “or” is used to mean “and/or” or is used in the disjunctive, as the context may require. The term “include” means “including but not limited to” and that examples given, or references made are illustrative but are not comprehensive. All references to time (for example, “11:00 a.m.”) refer to local time of the Bank (Pacific Time), unless otherwise specified.

2. **Fees and Charges.** The fees and charges are set forth in the applicable Silvergate Bank Business Schedule of Fees and Charges and the Silvergate Bank Account Analysis Fees and Charges (individually and collectively “the Fee Schedules”). By executing this CMTS Agreement you agree to the fees and charges in the Fee Schedules, which may be amended from time to time and are incorporated into this CMTS Agreement by this reference.

Schedule A

Bill Payment Service Terms and Conditions

The following terms and conditions apply to the Customer's use of the Bill Payment Service.

1. **Set up and Processing.** You must designate the Bill Payment Account from which the Bill Payments will be debited. In order to make Bill Payments to third parties through the Bill Payment Service, the Payee must be on your authorized list of Payees. You can add a Payee to your authorized list by using the System. If the Bill Payment Service approves your Payee, then the Bill Payment Service will place the Payee on your list of authorized Payees. Your Bill Payment instructions via the System must provide the complete name of the Payee, the account number, and the payee's remittance address, all exactly as shown on the Payee statement; the amount of the payment; and the Send On Date, which will be the day your Bill Payment will be debited from your Bill Payment Account.

The Bill Payment Service nor the Bank is responsible if a Bill Payment is not made to a Payee because you provided the Bill Payment Service with incomplete, incorrect or outdated information regarding the Payee or you attempted to make a Bill Payment to a Payee that is not on your list of authorized Payees. If a Bill Payment request "rejects" due to incorrect information (i.e. wrong account number), then the Bank will receive notification of the rejected Bill Payment request from the Bill Payment Service on the business day following the day your Bill Payment Account was debited. However, your Bill Payment Account may not be recredited for the rejected Bill Payment request immediately if the Payee of the rejected Bill Payment is an electronic payee. Specifically, the Bank will recredit your Bill Payment Account for a rejected Bill Payment request when the Bank receives the credit from the Bill Payment Service; however, since the Bill Payment Service often pays your Bill Payment requests before debiting your Bill Payment Account you may not have to wait for the Bill Payment Service to recredit your Bill Payment Account. Also, you agree that if your Bill Payment Account receives the recredit for the rejected Bill Payment request via ACH, then the Bank is not required to give you next day notice of the ACH credit and that notification is sufficient by posting the recredited amount to the Bill Payment Account via the System and listing it on your periodic statement. You may resubmit the Bill Payment request once you have sufficient available funds. You accept responsibility to correct the Payee information before resubmitting the rejected Bill Payment Request.

The Bank reserves the right to refuse to pay any Payee designated by you. If the Bank does so, then the Bill Payment Service will notify you promptly.

2. **Bill Payment Scheduling.** You schedule payments by selecting a Send On Date – the date on which the payment will be processed – and the System will then display an Expected Delivery Date for the payment. Before making your final selection of the Send On Date you should be satisfied that the Expected Delivery Date will be prior to the payment's Due Date (see the following paragraph for time considerations in this regard). Your Account will be debited on the night of the Send On Date. If your Bill Payment Account does not have sufficient funds to complete the transaction, the Bank will suspend the payment.

You understand and agree that the Bill Payment Service and the Bank are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the Payee to properly post a Bill Payment to your account of the Payee.

Further, you agree and understand that you must select a Send On Date that will allow for sufficient time for the Payee to receive the Bill Payment prior to the Due Date, which depends on whether the Payee is set up to accept electronic Bill Payments (which generally requires an Expected Delivery Date that is at least 3 business days prior to the Due Date) or is set up for non-electronic Bill Payments (which generally requires an Expected Delivery Date that is up to 5 business days prior to the Due Date). If you are unsure as to whether a particular Payee on your authorized list of Payees is an electronic Payee, then you should select a Send On Date for which the Expected Delivery Date is at least 8 business days prior to the Due Date.

3. **Expedited Bill Payments.** Certain Payees may be eligible to receive an expedited Bill Payment. If you attempt to initiate an expedited electronic payment, the System will determine and display to you an electronic deliver by date before you finalize the payment request. The Bank will process expedited Bill Payments several times throughout the business day. Expedited Bill Payments are validated for funds availability prior to a payment being made. If funds are not available to cover both the payment and the applicable convenience fee, the payment will be cancelled, and you will be notified of the cancellation through the System.
4. **Payment Authorization and Payment Remittance.** By providing the Bill Payment Service with names and account information of Payees to whom you wish to direct Bill Payments, you authorize the Bill Payment Service to follow the Payment Instructions that it receives through the System. In order to process your Bill Payments more efficiently and effectively, the Bill Payment Service may edit or alter Bill Payment data or data formats in accounts with Payee directives. When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment Service to debit your Bill Payment Account and remit the funds on your behalf so that the funds arrive as close as reasonable possible to the Expected Delivery Date displayed by the System for the Send On Date you have selected. You also authorize the Bill Payment Service to credit your Bill Payment Account for payments returned to the Bill Payment Service by the United States Postal Service or Payee, or Bill Payments remitted to you on behalf of another authorized user of the Bill Payment Service. Finally, you represent and warrant that you are acting with full authority for your business, and that you are duly authorized to agree to this Schedule A to this CMTS Agreement on behalf of the Customer.

The Bank will use its best efforts to make all your Bill Payments properly. However, the Bank shall incur no liability if the Bill Payment Service is unable to complete any Bill Payments initiated by you because of the existence of any one or more of the circumstances described below:

- (a) If, through no fault of the Bill Payment Service, your Bill Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- (b) The payment processing center is not working properly, and you know or have been advised by the Bill Payment Service about the malfunction before you executed the transaction;
- (c) You have not provided the Bill Payment Service with the correct Bill Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

- (d) Circumstances beyond control of the Bill Payment Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Payment Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from your Bill Payment Account or causes funds from your Bill Payment Account to be directed to a Payee which does not comply with your Payment Instructions, then the Bank shall be responsible for returning the improperly transferred funds to your Bill Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. **Bill Payment Methods.** The Bank reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Payee are deducted from your Bill Payment Account when the laser draft is presented to the Bank for payment). You agree that your Bill Payment requests may be charged against and debited from your Bill Payment Account without requiring your signature on the item or check and without prior notice to you.
6. **Bill Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Bill Payment Service and the System. However, you must cancel the Scheduled Payment by logging onto System and the Bill Payment Service prior to 6:00 p.m., local time of the Bank, of the Send On Date of the particular Bill Payment you want to cancel. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Payment Service has begun processing a Bill Payment it cannot be canceled or edited. However, you may be able to place a stop payment order on the Bill Payment request, as provided below.
7. **Bill Payment Stop Payment Requests.** The Bill Payment Service's ability to process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check has cleared. If a Bill Payment has been sent electronically, a stop payment may not be placed on that payment. The Bill Payment Service may also not have a reasonable opportunity to act on any stop payment request on a Bill Payment after a Bill Payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact the Bank's Customer Service department. Although the Bill Payment Service will make every effort to accommodate your request, the Bill Payment Service will have no liability for failing to do so. The Bill Payment Service may also require you to present your stop payment request on a Bill Payment in writing within fourteen (14) days. The charge for each stop payment request on a Bill Payment will be the current charge for normal stop payment services as set out in the Fee Schedules.

Stop payment requests on a Bill Payment, whether oral, written or electronic, will be in effect for a period of six months. After six months, any stop payment request on a Bill Payment will terminate and must be renewed in order to continue the stop payment request for another six months. The Bank may pay any Bill Payment that is presented following the lapse of any stop payment request on a Bill Payment.

8. **Prohibited Payments.** Bill Payments to Payees outside of the United States or its territories are prohibited through the Bill Payment Service.
9. **Exception Payments.** Tax payments and court-ordered payments may be scheduled through the Bill Payment Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Bill Payment Service or the Bank be liable for any claims or damages resulting from you scheduling of these types of payments. The Bank has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Bank.
10. **Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only, and it is your sole responsibility to contact your Payees directly if you do not receive your Payee statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:
 - (a) The Bill Payment Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Payment Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about the electronic bill feature of the Bill Payment Service and/or bill information.
 - (b) Upon activation of the electronic bill feature the Bill Payment Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
 - (c) Your activation of the electronic bill feature for a Payee shall be deemed by the Bill Payment Service to be your authorization for the Bill Payment Service to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide the Bill Payment Service with your user name and password for that Payee. By providing the Bill Payment Service with such information, you authorize the Bill Payment Service to use the information to obtain your bill data.
 - (d) The Bank will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Payment Service, the Bill Payment Service may send an e-mail notification to the e-mail address listed for your Bill Payment Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Payment

Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

- (e) The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bill Payment Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- (f) You agree to hold the Bank harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- (g) The Bank is not responsible for the accuracy of your electronic bill(s). The Bank is only responsible for presenting the information the Bill Payment Service receives from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.
- (h) This Schedule A of this CMTS Agreement does not alter your liability or obligations that currently exist between you and your Payees.

11. Exclusions of Warranties. The Bill Payment service and related documentation are provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

12. Service Fees and Additional Charges. Any applicable fees will be charged regardless of whether the Bill Payment Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Payment Service to deduct the calculated amount from your designated Bill Payment Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

13. Failed or Returned Transactions. In using the Bill Payment Service, you are requesting the Bank to make payments for you from your Bill Payment Account. If the Bill Payment Service is unable to complete the transaction for any reason associated with your Bill Payment Account (for example, there are insufficient funds in your Bill Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Bill Payment Service. In such case, you agree that:

- (a) You will reimburse the Bank immediately upon demand the transaction amount that has been returned to the Bill Payment Service;
- (b) For any amount not reimbursed to the Bill Payment Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

- (c) You will reimburse the Bank for any fees imposed by the Bank as a result of the return;
- (d) You will reimburse the Bank for any fees it incurs in attempting to collect the amount of the return from you; and,
- (e) The Bank is authorized to report the facts concerning the return to any credit reporting agency.

14. **Alterations and Amendments.** The terms and conditions of this Schedule A of this CMTS Agreement, applicable fees and service charges may be altered or amended by the Bank from time to time. In such event, the Bank shall provide notice to you. Any use of the Bill Payment Service after the Bank provides you a notice of change will constitute your agreement to such change(s). Further, the Bank may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate the terms and conditions of this Schedule A of this CMTS Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Bill Payment Service's more recent revisions and updates. In addition, as part of the Bill Payment Service, you agree to receive all legally required notifications via electronic means.

15. **Address or Banking Changes.** It is your sole responsibility to ensure that the contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting the Bank 1-800-595-5856. Any changes in your Bill Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Bill Payment Account information. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Bill Payment Account or contact information.

16. Bill Payment Service Termination, Cancellation, or Suspension.

In the event you wish to cancel the Bill Payment Service, you may contact customer service via one of the following:

Telephone the Bank at: 1-800-595-5856 during customer service hours; and/or

Write the Bank at: Silvergate Bank, 4250 Executive Square, Suite 300 La Jolla, CA 92037

Any Bill Payment(s) the Bill Payment Service has already processed before the requested cancellation date will be completed by the Bill Payment Service. All Scheduled Payments including recurring payments will not be processed once the Bill Payment Service is canceled. The Bank may terminate or suspend the Bill Payment Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Schedule A of this CMTS Agreement.

17. **Payee Limitation.** The Bank reserves the right to refuse to pay any Payee to whom you may direct a Bill Payment. The Bill Payment Service will notify you promptly if the Bank decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited Bill Payment or an exception Bill Payment under this Schedule A of this CMTS Agreement.

18. **Returned Payments.** In using the Bill Payment Service, you understand that Payees and/or the United States Postal Service may return Bill Payments to the Bank for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Bank will use its best efforts to research and correct the returned Bill Payment and return it to your Payee, or void the payment and credit your Bill Payment Account. You may receive such notifications through the Bill Payment Service.
19. **Information Authorization.** Your Enrollment in the Bill Payment Service may not be completed if the Bank cannot verify your identity or other necessary information. Through Enrollment in the Bill Payment Service, you agree that the Bank reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bank reserves the right to obtain financial information regarding your account from a Payee or the Bank (for example, to resolve payment posting problems or for verification).
20. **Disputes.** In the event of a dispute regarding the Bill Payment Service, you and the Bank agree to resolve the dispute by looking to the terms and conditions of this Schedule A to this CMTS Agreement. You agree that this Schedule A to this CMTS Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of the Bill Payment Service. If there is a conflict between what an employee of the Bill Payment Service or the Bank's Customer Service Department says and the terms of this Schedule A to this CMTS Agreement, the terms of this Schedule A to the CMTS Agreement will prevail.

Schedule B
Wire Transfer Service Terms and Conditions

The following terms and conditions apply to the Customer's use of the Wire Transfer Service.

1. **Funds Transfer Requests.** You may submit Wire Transfer Requests in accordance with the terms and conditions of this Schedule B to this CMTS Agreement, and the Bank will execute Wire Transfer Requests received by the Bank in your name. Unless otherwise specifically agreed in writing, you must use the Bank's System to deliver Wire Transfer Requests to the Bank; the Bank is not obligated to execute Wire Transfer Requests received otherwise from you (whether by written, oral, telephonic, telegraphic or other communication of the payment order). Funds must be available in accordance with the Bank's funds availability policy in the Account specified in the Wire Transfer Request at the time the Wire Transfer Request is received. The Bank may choose the funds transfer mechanism (for example, Fedwire, correspondent bank transfer, internal transfer, letter) to be used when acting upon your Wire Transfer Request. A Wire Transfer Request is deemed received by the Bank only when actually received by the Bank, in the form and content specified by the Bank.
2. **Security Procedures to Verify a Wire Transfer Request.** The Bank will use Security Procedures to verify the authenticity of your Wire Transfer Requests. You agree that the security procedures are not designed to and are not for the purpose of detecting error. You will review the Security Procedures set forth in this CMTS Agreement including its Addendums and Schedules. You agree that the Security Procedures are commercially reasonable for you, after taking into consideration the type, size and frequency of Wire Transfer Requests anticipated by you. You agree periodically to review the Security Procedures in light of your actual Wire Transfer Requests and usage, to confirm that the Security Procedures remain commercially reasonable. You must notify the Bank at 1-800-595-5856 if you determine that the Security Procedures are no longer commercially reasonable in light of your actual Wire Transfer requests and usage.

If the Bank accepts a Wire Transfer Request in your name in compliance with the Security Procedures, then you will be obligated on the Wire Transfer Request and it will be treated as your Wire Transfer Request, whether or not authorized the Wire Transfer Request was authorized by you or by any Authorized User.

If a Wire Transfer Request received by the Bank was transmitted or authorized by you, you will be obligated on the Wire Transfer Request whether or not the Bank complied with the Security Procedures, whether or not that Wire Transfer Request was erroneous in any respect, and whether or not error would have been detected if the Bank had complied with such Security Procedures.

You are responsible for maintaining the confidentiality of the Security Procedures, including any Credentials. You will implement a comprehensive security program that includes administrative, technical and physical safeguards. You will notify the Bank immediately in the event you suspect that any Security Procedure has been or may be compromised or rendered ineffective.

The Bank may, but is not obligated to, record electronically any telephone calls between Bank and persons acting on your behalf, and may keep these recordings for as long as the Bank wishes. You must obtain the consent of your Authorized Users to such recording. You agree that

these recordings, and any other messages (including facsimile messages) received by the Bank, will be treated as writings signed by you, and will control in the event of any difference with your records.

3. **Payment to the Bank.** Unless otherwise agreed to in writing, you must pay the Bank the amount of any funds transfer, plus any applicable fee, including but not limited to, the fees set forth in the applicable Fee Schedules, before the Bank will execute the Wire Transfer Request. The Bank's funds transfer fees and other related fees are subject to change at any time, without prior notice to you. The Bank is authorized to debit any one of your Accounts for fees and charges in connection with the Wire Transfer Service contemplated in this Schedule B of this CMTS Agreement. You agree and acknowledge that your instruction to execute a Wire Transfer Request in your name also constitutes your instruction to the Bank and to any intermediary bank chosen by the Bank, if you fail to choose an intermediary bank, to obtain payment of the Bank's and intermediary bank's charges for services and expenses in connection with the execution of your Wire Transfer Request by issuing the Wire Transfer Request in an amount equal to the amount of your initial Wire Transfer Request less the amount of the Bank's and intermediary bank's fees and charges. However, only those intermediary banks and their fees listed in the applicable Fee Schedules can be imposed by an intermediary bank. You agree that if an intermediary bank that is not specifically set forth in the Fee Schedules imposes its fees and charges in connection with executing your Wire Transfer Request and such imposition of fees are imposed by reducing the amount of your initial Wire Transfer Request, then the Bank will not be liable in any manner whatsoever for your damages and such liability is without regard to whether the intermediary bank was chosen by the Bank.
4. **Acceptance and Execution of Wire Transfer Requests.** A Wire Transfer Request must be received by the Bank prior to the Bank's cut-off hour (or, deadline) for funds transfer requests, currently 2:00 p.m., local time of the Bank, for domestic Wire Transfer Requests, but subject to change. A Wire Transfer Request received after the cut-off hour, or on a non-business day, may be executed by the Bank on the next business day. If a Wire Transfer Request does not specify a date on which funds are to be transmitted, the Bank may transmit the funds and execute the Wire Transfer Request on the business day following the business day of receipt of the Wire Transfer Request; however, the Bank will normally execute the Wire Transfer Request on the business day of receipt of the Wire Transfer Request, provided that the Bank receives the Wire Transfer Request prior to the applicable cut-off time.

The Bank may reject a Wire Transfer Request for any reason or for no reason, including insufficient available funds in the Account specified in the Wire Transfer Request, inability to verify the authenticity of the Wire Transfer Request in accordance with applicable Security Procedures, or otherwise. The Bank will seek to notify you by mail or phone if the Bank rejects a Wire Transfer Request.

The Bank shall notify you of a returned Wire Transfer Request no later than the next business day after receipt. The Bank is under no obligation to re-execute a Wire Transfer Request. You may not be able to amend or cancel a Wire Transfer Request after the Wire Transfer Request has been received by the Bank. The Bank may at its discretion use reasonable efforts to act on your request for amendment or cancellation, but will not be liable if it does not do so.

Furthermore, you will indemnify and hold the Bank harmless from any and all liabilities, costs and expenses the Bank may incur in its amendment or cancellation efforts.

When a Wire Transfer Request contains a name and account number, payment may be made by the Bank and/or by other banks to which a Wire Transfer Request is forwarded based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by you. You acknowledge that the Bank and other banks to which a Wire Transfer Request is forwarded may rely on any bank identification number supplied by you as a means to identify any other bank, even if the identification number is different than the bank named by you. Your obligation to pay the amount of the funds transfer to the Bank is not excused in such circumstances.

You acknowledge that any Wire Transfer Request executed by the Bank will be subject to rules and regulations applicable to payment orders, including record-keeping and information transmittal requirements under the federal Bank Secrecy Act and its implementing regulations. You acknowledge and agree that the Bank may capture and transmit information regarding you (for example, your name, address and account number) and regarding any beneficiary (for example, beneficiary's name, address, other beneficiary identifiers, and beneficiary's account number) as part of the processing of a payment order. You agree to assist the Bank in connection with any requirements imposed on the Bank in fulfilling the Bank's obligations in this regard.

5. **Foreign Currency Wire Transfer Requests.** Subject to the terms and conditions of this Schedule B to this CMTS Agreement, when the Bank offers U.S. currency Wire Transfer Requests sent to foreign countries, you agree to the following:
- (a) You may use the Wire Transfer Service contemplated under this Schedule B to this CMTS Agreement to send a Wire Transfer Request to a foreign country in U.S. dollars only; however, the Bank may transfer payment for the Wire Transfer Request in the currency of the beneficiary bank's country at the Bank's buying rate of exchange for U.S. dollar transfers;
 - (b) If, for any reason the Wire Transfer Request is returned, then the refund will be in U.S. dollars or in foreign currency, as received by the Bank;
 - (c) If the Wire Transfer Request is received in U.S. dollars, then one or more sending banking may have engaged in currency conversions and you will get the amount of U.S. dollars after the conversion of the foreign money, whether based on the buying rate of the bank(s) converting the currency to U.S. dollars on the date of the refund, or based on the Bank's current conversion rate and less any charges and expenses incurred by the Bank; and
 - (d) The exchange rates used for processing may be a rate selected by the Bank or other intermediaries from a range of rates available in wholesale currency markets, which rate may vary from the rate the Bank and the other intermediaries themselves receive, or the government-mandated rate (if any) in effect (these rates may not be the lowest available to you, or to the Bank or other intermediaries).

6. **Designation of Funds Transfer System and/or Intermediary Bank.** In the event you do not specify a funds payment system or an intermediary bank when initiating a particular Wire Transfer Request, then the Bank may use one or more the of the following: Fedwire System, Clearing House Interbank Payment System, Society for World-Wide Interbank Financial Telecommunications, Wells Fargo, an intermediary bank identified by the foregoing systems or bank as a correspondent bank of the beneficiary's bank, or any other payment system or intermediary bank which the Bank deems reasonable under the circumstances. You agree to be bound by the rules of the funds transfer system utilized. The Bank may retain a portion of the fees collected by the intermediary Bank utilized.
7. **Account Reconciliation.** All funds transfers will be reflected on your periodic statement. You agree to notify the Bank promptly of any discrepancy between your records and the information shown on any such statement or report. If you fail to notify the Bank of any such discrepancy within 60 days of receipt of a statement or report containing such information, then you agree that Bank shall not be liable for any losses or damages, including, but not limited to, the principal amount of or loss of interest with respect to the unauthorized or erroneous Wire Transfer Request, resulting from your failure to give notice of any such discrepancy. If you fail to notify the Bank of any such discrepancy within 30 days of receipt of such statement or report, then you will be precluded from asserting any claim to any interest loss damages for any discrepancy against the Bank. For purposes of this Section 7 of this Schedule B to this CMTS Agreement, you will be deemed to have "received" a periodic statement at the earlier of the time that (a) the Bank first makes it available to you for pick-up by you; or (b) the statement or information contained in the statement is made available to you electronically or by means of electronic banking systems.
8. **Funds Transfer Delays or Failures.** The Bank will not be responsible for 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, terrorism, emergency conditions or other Act of God or circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to accept, execute or settle with respect to a Wire Transfer Request if: (a) to do so would result in the 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 otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. or state governmental regulatory authority; or (b) the Bank reasonably and in good faith believes that any legal process may limit or otherwise affect the Bank's actions. For purposes of the foregoing, the Bank shall be entitled to accept as valid all documents presented to the Bank without investigation and shall not be charged with knowledge of any defect in a document based solely on you having challenged the legitimacy of a document (or the process by which it was served).
9. **Liability.** The Bank will exercise reasonable care in processing Wire Transfer Requests. You will exercise reasonable care in observing Security Procedures, examining statements and records, and initiating Wire Transfer Requests. You are responsible for ensuring the accuracy of Wire Transfer Requests, and the Bank has no duty to verify the accuracy of a Wire Transfer Request, nor will it be liable for any losses or damages arising out of Wire Transfer Requests that contain erroneous information.

In no event shall the Bank be liable for any consequential, special, punitive or indirect loss or damage which you may incur or suffer in connection with this Schedule B of this CMTS Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this Schedule B of this CMTS Agreement. This limitation shall apply whether or not the likelihood of such losses or damages was known by either the Bank or you.

The Bank will be liable for your lost interest if the Bank fails to exercise ordinary care, calculated as follows:

- (a) On analyzed accounts, through a credit to the account to reflect the applicable value date or otherwise through an adjustment to recalculate earnings credits;
- (b) On non-interest bearing, non-analyzed accounts, at a rate equal to the average of the federal funds rate set the by Federal Reserve Bank of New York, less reserves, for the period in question; and
- (c) On interest bearing, non-analyzed accounts, at the rate applicable to the account.

You will be liable for any losses or damages resulting from your breach of this Schedule B to this CMTS Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by your current and/or former Authorized Users (including instances where an Authorized User acted to the detriment of you). You agree to indemnify, defend and hold the Bank, its agents and employees harmless from negligence against any and all damages, liabilities, actions, and claims which result, directly or indirectly, in whole or part, from negligence or fraud by you or any agent or employee of yours.

10. **Data Retention.** You shall retain data on file adequate to permit remaking or reconstruction of all Wire Transfer Requests for one year following the date of the execution of the Wire Transfer Request to which such data relate, and you shall provide such data to the Bank upon its request.

Schedule D Positive Pay Service Terms and Conditions for Checks and ACH Debit Entries

The following terms and conditions apply to the Customer's use of the (A) Positive Pay Service for Checks, and (B) Positive Pay Service for ACH Debit Entries.

A. Positive Pay Service for Checks

1. **Positive Pay Issuance File.** You must submit a Positive Pay Issuance File to the Bank on the day of issuance of any checks. Checks issued but not listed on your Positive Pay Issuance File will appear as Exception Checks on your daily Exception Checks Report.
 - (a) If there are checks reported on the Positive Pay Issuance File, the System will compare the Check Information from the checks listed on your Positive Pay Issuance File with the Check Information that is encoded on that banking day's Presented Checks that are presented to the Bank for payment against your Positive Pay Account. This comparison will be done only on the banking day Presented Checks are received by the Bank. Also, the comparison will be done only against the checks that are on the Positive Pay Issuance File. It is your responsibility to submit the Positive Pay Issuance File in the proper format and within the time specifications as set forth in this Schedule D of this CMTS 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 you have sufficient available funds in your Positive Pay Account for the payment. If there are checks presented to the Bank on or as of that banking day that do not match the Check Information as set forth in your Positive Pay Issuance File, then the Bank will notify you of these non-matching checks by providing you an "Exception Checks Report" as provided in Section 1.b. of this Schedule D to the CMTS Agreement.
 - (b) The Bank will make an Exception Check Report available to you each banking day that the Bank receives Presented Checks through the System. The Exception Checks Report lists the items that did not match your Positive Pay Issuance File. To have any Exception Checks returned unpaid, you must review the Exception Checks Report, assign a "Return" decision for each Exception Check on the Return Items File via the System for processing and send the Bank an instruction via the System to return the Exception Check by the Bank's established cutoff time. If an Exception Check is not assigned a "Return" decision through the System before 11:00 a.m., Bank local time, on the business day following the day of presentment of the Presented Checks, then the Bank will either (i) pay all Presented Checks, including, but not limited to, Exception Checks and non-matching items, (ii) return all Presented Checks, depending on which of these two choices you have chosen during your Enrollment. If you either fail to notify the Bank via the System with an instruction to return an Exception Check or fail to list an Exception Check in a Return Items File, then the Bank may, but is not obligated to, return the Exception Check unpaid, but will not be liable for the failure to do so.
 - (c) The Bank makes no representation or warranty regarding the effectiveness of the Exception Checks Report, and make the Exception Checks Report available only as an accommodation to you. You agree to indemnify, defend and hold the Bank harmless from every loss, liability and claim arising from information provided on, or excluded from, this Exception Checks Report by the Bank. You understand that the fee for the

Positive Pay Service has been established in contemplation of this limitation on the Bank's liability.

- (d) You may only use the Positive Pay Service of the Bank's System as a mechanism to instruct the Bank to return Presented Checks listed on the Exception Checks Report and not for any other checks, including those checks presented prior to or after the banking day we send the Exception Checks Report. If you want to stop payment on any Customer Check, you must fill out a proper stop payment order.
 - (e) You agree that the Positive Pay File will be sent in the format and medium, by deadline(s), at scheduled day(s), and at the places specified by the Bank and agreed to by you as set forth in your Enrollment and the BOB Agreement.
2. **Checks Covered by Positive Pay Service.** This Positive Pay Service applies to Presented Checks that are presented for payment to the Bank through normal interbank clearings. It is not designed to compare your Positive Pay Issuance 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 the Bank's sole discretion, the Bank may attempt to compare your Positive Pay Issuance File with such items; however, the Bank will not be liable for the Bank's failure or refusal to do so.

The Bank assumes no duty to compare under Section 1.b. of this Schedule D to the CMTS Agreement, 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. The Bank may pay stale-dated and post-dated checks unless you submit a timely stop payment order or notice of postdating for such items.

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

If you order or print checks from a check-printing vendor other than the Bank, then you agree 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 the Bank on an Exception Check Report and higher costs to you.

4. **Accuracy of Information.** You assume full responsibility for the completeness and accuracy of all information furnished to the Bank. You understand that it is important that the information be exact, e.g., the correct amount in dollars and cents. The Bank assumes no responsibility for detecting or correcting ambiguous, incomplete, untimely, or inaccurate information provided by you. The Bank's willingness to process nonconforming information will not be considered a

waiver of any requirement of this CMTS Agreement, and the Bank may discontinue processing nonconforming information without prior notice.

5. Customer and Bank Communications.

- (a) You or the Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this CMTS Agreement. The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, (iii) clearly specify that it is a revision of the original or prior communication and (iv) 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.
- (b) You shall use only the Return Items Decisioning Process that complies with Section 1 of this Schedule D to the CMTS Agreement, provided that either one or both has not been revoked by the Bank in accordance with Section 6.a of this Schedule D to the CMTS Agreement, in the submission of the Positive Pay Decisions.
- (c) The Bank shall only use the Positive Pay Issuance File and Exception Checks Report that complies with Section 1 of this Schedule D to the CMTS Agreement, provided that either one or both has not been revoked by you in accordance with Section 5.a of this Schedule D to the CMTS Agreement, in the handling of Presented Checks under this Agreement.
- (d) The 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 this CMTS Agreement but may instead treat such a communication as though it had not been received.
- (e) The Bank is not responsible for detecting any error contained in any Positive Pay Issuance File, or Positive Pay Decisions File sent by you to the Bank.

6. Lost or Destroyed Checks.

- (a) 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 this Schedule D to this CMTS Agreement.
- (b) You and the Bank will co-operate in the payment decision regarding processed Damaged Checks. You agree that the Bank has discretion regarding returning a Damaged Check to the presenting bank or otherwise to any depository financial institution. This means that the Bank is not obligated to (but may) return a Damaged Check, unless expressly instructed otherwise by you. You further agree that the Bank’s decision to return a Damaged Check does not obligate the Bank to return future Damaged Checks. If the 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. The Bank will use its best efforts to notify you of a Damaged Check

7. Remedies.

- (a) To the extent applicable, the liability provisions of California Commercial Code Divisions 3 and 4 shall govern this Schedule D to the CMTS Agreement, except as modified below in this Section 6 of the Schedule D of the CMTS Agreement.
- (b) It shall constitute wrongful honor by the Bank if the Bank pays an Exception Check assigned a “Return” decision which is submitted in a timely and un-revoked Positive Pay Decisions File. In the event that there is wrongful honor:
 - (i) The Bank shall be liable to you for the lesser of the amount of the wrongfully paid Exception Check or your actual damages resulting from the Bank’s payment of the Exception Check, but for no other damages suffered as a result of the wrongful honor.
 - (ii) Notwithstanding the improper payment of an Exception Check, the Bank expressly reserves the right to assert that you are liable for the amount of the wrongfully honored Exception Check on the grounds that the Exception Check was properly payable under Section 4-401(a) of the California UCC.
 - (iii) The Bank retains the right to assert your failure to exercise reasonable care under Sections 3-406(a) and 4-406(c). The Bank’s improper payment shall not in and of itself constitute a failure of the Bank to have exercised ordinary care under the loss allocation provisions of Sections 3-406(b) and 4-406(e) of the California UCC.
 - (iv) The Bank retains the right to assert the defense that you sustained no actual damages because the Bank’s honor of the Exception Check discharged for value an indebtedness of yours.
- (c) If the Bank honors a Presented Check that is not submitted on the Positive Pay Decisions File, such honor shall be rightful, and you waive any right you may have to assert that the Presented Check was not properly payable under Section 4-401 of the California UCC.
- (d) If the Bank honors a Presented Check that is listed on a Positive Pay Decisions File, such honor shall be rightful, and you waive any right you may have to assert that the Presented Check was not properly payable under Section 4-401 of the California UCC.
- (e) If the Bank dishonors a Presented Check that is listed on the Positive Pay Decisions File, the dishonor shall be rightful, and you waive any right you may have to assert that the dishonor was wrongful under Section 4-402 of the California UCC.
- (f) You agree that the Bank exercises ordinary care whenever it rightfully pays or returns a Presented Check consistent with the provisions of this Schedule D of the CMTS Agreement.
- (g) To the extent that you suffer a loss under this Schedule D of the CMTS Agreement, the Bank assigns to you any claim that the Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under Commercial Code Sections 4-207, 4-208, and 4-209 of the California UCC.

8. General Provisions.

- (a) The Bank will be subject to a standard of good faith and ordinary care. The Bank will be deemed to have exercised ordinary care if the Bank's action or failure to act has been in conformity with this Schedule D of the CMTS Agreement.

If the Bank pays checks or items in accordance with this Schedule D of the CMTS Agreement, you release the Bank from any claim that the checks or items were not properly payable. If the Bank dishonors items in accordance with this Schedule D of this CMTS Agreement, you release the Bank from any claim that the checks or items were properly payable and any claim for wrongful dishonor. You agree to be bound by any Positive Pay Issuance File and Positive Pay Decisions File, whether or not authorized by you, that is issued in your name and accepted by the Bank in accordance with this Schedule D of this CMTS Agreement. The Bank will not be responsible for determining or reporting to you whether there is an unauthorized signature or alteration of any item presented against your Positive Pay Account.

The Bank will be liable to you only for damages arising directly from the Bank's intentional misconduct or gross negligence in the performance of the Positive Pay Service. The Bank will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within the Bank's immediate and reasonable control; (b) your negligence or breach of any agreement with the Bank; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to the Bank; (d) 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; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), terrorist action or acts of God; (f) causes beyond the Bank's reasonable control; (g) the application of any government rule, guideline, policy or regulation; (h) the lack of available funds in your Positive Pay Account to complete a transaction; (i) the Bank's inability to confirm to the Bank's satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or the Bank's Positive Pay Service instructions. There may be other exceptions to the Bank's liability, as stated in your Deposit Account Agreement and Regulatory Disclosure with the Bank.

The Bank will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of the Bank's actions or omissions, even if the Bank is aware of the possibility for such damages. The Bank's liability and your remedy for actual costs and losses resulting from the Bank's actions and/or omissions, whether the claim is in contract or tort, will not exceed six (6) times the average monthly charge for the Positive Pay Service for the three (3) months immediately preceding the cost or loss.

Any claim, action, or proceeding by you to enforce the terms of this Schedule D of this CMTS Agreement or to recover for any Positive Pay Service-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with the Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Positive Pay Service.

You acknowledge that the Bank's Positive Pay Service fees have been established in contemplation of: (a) these limitations on the Bank's liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify the Bank immediately of any discrepancies or problems; and (c) your agreement to assist the Bank in any loss recovery effort.

- (b) You are responsible for providing and maintaining any equipment that is necessary for the Positive Pay Service, such as telephones, terminals, modems, and computers. You agree to use equipment that is compatible with the Bank's programs, systems, and equipment, which the Bank may change from time to time. The Bank assumes no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Positive Pay Service, even if the Bank has previously approved their use.
- (c) You agree to pay the Bank the fees the Bank has established for this Positive Pay Service. See the applicable Fee Schedules. The Bank may charge fees directly to your Positive Pay Account held at the Bank. If you fail to pay any amount owing to the Bank under this CMTS Agreement for this Positive Pay Service, the amount will bear interest at the rate of 18% per year until paid. If your Positive Pay Accounts with the Bank are analyzed, you may be able to use your available earnings credit to offset Positive Pay Service fees.

In addition to the Positive Pay Service fees, you agree to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the Positive Pay Service, this CMTS Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You also are responsible for the cost of any communication lines and any data processing charges payable to third parties.

- (d) The Bank's ability to provide the Positive Pay Service is dependent upon the Bank's ability to obtain or provide access to third-party networks. In the event any third party network is unavailable or the Bank determines, in the Bank's discretion, that the Bank cannot continue providing any third party network access, the Bank may discontinue the Positive Pay Service or may provide the Positive Pay Service through an alternate network. In such situations, the Bank will have no liability for the unavailability of access.
- (e) You shall be responsible to closely and regularly monitor the activities of employees who access the Positive Pay Service, and notify the Bank immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. The security procedures are not designed for the detection of errors, and Bank will not be obligated to detect errors by you even if the Bank takes certain action from time to time to do so.

9. Your Responsibilities.

In connection with Product and the Positive Pay Service, you shall comply with the following:

- (a) You shall submit to the Bank in writing the following information. A test file inclusive of the following data:

- Check Number
 - Payee Line
 - Date of the Item
 - Account Number
 - Routing Number
- (b) You shall submit to the Bank in writing the following information or any user you authorize to access the Business Online Banking Module.
- User Name
 - User ID
 - User's Email Address
- (c) You will notify the Bank in writing any addition or deletion of a user.
- (d) You will allow your Internet Browser to maintain the following information under Trusted Sites:
- pospayweb.secureaps.com
 - silvergatebank.com
- (e) You shall be responsible for maintaining, submitting, and updating the required data for the service to perform and function within required time frames.
- (f) You shall be responsible for training your own employees in the use of the Product and the Positive Pay Service.
- (g) You shall be responsible for verifying the Bank's receipt of your transmission(s) by verifying the uploaded file(s) have been processed by the appropriate Positive Pay Accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost uploaded transmission with the Bank.

10. **Processing Times.** While the Positive Pay service is available for use 24 hours a day, uploaded files will only be processed on business days during the times set forth in the Documentation, except during maintenance periods, or such other hours as established by the Bank from time to time. Transmissions processed after these hours on a business day, or on any day that is not a business day, are treated as occurring on the next business day.

It is your 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 Deposit Account Agreement and Regulatory Disclosure or as otherwise established by the Bank. You are further responsible for understanding and building into its transmission schedule the changes to transmission windows required by time changes from Standard Time to Daylight Savings Time.

B. Positive Pay Service for ACH Debit Entries

The ACH Positive Pay Service can help Customers mitigate the risk of fraud by allowing their Authorized Users to review ACH Exceptions and make decisions to pay or return them.

An ACH Exception is any ACH debit transaction that is blocked because it did not match the criteria defined in Payment Rules established by the Customer.

Payment Rules are conditions that determine whether transactions are debited from accounts or blocked. If a transaction matches a Payment Rule it is processed normally and sent to post to an account. If a transaction does not match a Payment Rule it is blocked.

A Customer's Authorized Users can create new Payment Rules based on exceptions they have decided to pay to prevent exceptions from being generated for companies originating ACH debit transactions. A Payment Rule prevents future exceptions from being generated for an originating company. Payment rules can be added, edited, or deleted during the ACH exception window from 5:00 a.m. to 12:00 p.m., Pacific Time. Decisions regarding payment of ACH Exceptions must be made in the System during the same ACH Exception window. Decisions are processed in real time after final approval by an Authorized User. Decisions that have not received a final approval within the applicable ACH Exception window will be defaulted to the Customer's selection of "debit all" or "block all" in your Enrollment for the Positive Pay Service.

If multiple payment rules are set up for an originating company, the most restrictive maximum amount and ACH transaction type settings will be applied to future ACH debit transactions. For example, if a payment rule is set up for Company A with a maximum amount of \$50.00 for all transaction types and another rule is set up with a maximum amount of \$100.00 for the CCD transaction type, only CCD debit transactions with amounts of \$100.00 or less will be allowed.

Schedule E
Office Deposit Service Terms and Conditions

The following terms and conditions apply to the Customer's use of the Product and the Office Deposit Service.

1. **Access.** The Bank will provide to you the Product and Office Deposit Service described in this Schedule E of this CMTS Agreement to enable you to transmit Imaged Items to the Bank or the Bank's designated processor to be cleared as Substitute Checks or Image Exchange Items. The Bank and you will comply with the terms and provisions of this Schedule E of this CMTS Agreement with respect to the use of the Product and the performance of the Office Deposit Service. If you are approved by the Bank to transmit Items to the Bank to be cleared as ACH entries, your acceptance of the ACH Origination Agreement will be required by the Bank. In that event, unless otherwise provided, all ACH entry or data transactions will be governed by the terms and conditions of ACH Origination Agreement and all Substitute Check and Image Exchange Item transactions will be governed by this Schedule E of this CMTS Agreement.
2. **Implementation.** You will capture digitized images of Checks using Software and equipment provided by or through the Bank or other Software and equipment acceptable to the Bank, and will ensure that the output files are compatible with the Product. Any software necessary shall be maintained by you, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to the Bank. You shall transmit its output files as provided in the Documentation.
3. **Your Responsibilities.** In connection with the Product and the Office Deposit Service, you shall comply with the following:
 - (a) You shall maintain one or more accounts at the Bank for the receipt of deposits of Items.
 - (b) You shall be responsible for training your own employees in the use of the Product and the Office Deposit Service.
 - (c) You shall periodically audit your Office Deposit Service process, including the IT infrastructure.
 - (d) You will only submit Items for processing to the Bank that meet the definition of "Item" in Part C of this CMTS Agreement and will ensure that the Items scanned meet the ANSI X9.37 standards for image quality required by Regulation CC, or other standards established by the Bank or applicable law. You will not process any Non-qualifying Items. The Bank's processing of any Non-qualifying Items shall not constitute a waiver by the Bank or obligate it to process such Non-qualifying Items in the future. The Bank may discontinue processing of Non-qualifying Items at any time, without cause or prior notice.
 - (e) Unless prior approval by the Bank in writing, you will not attempt to scan and transmit to the Bank any Item which is drawn on a deposit account of yours at the Bank or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer. You will only use the Product and Office Deposit

Service for your own internal business purposes and in accordance with this Schedule E of this CMTS Agreement.

- (f) You will not attempt to scan and transmit to the Bank any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with the Bank. Notwithstanding the foregoing, the Bank may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the Deposit Account Agreement and Regulatory Disclosure.
- (g) You will:
 - (i) ensure that Items are restrictively endorsed with “Remote Deposit Only at Silvergate Bank” or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection and process of Items,
 - (ii) handle, process, maintain and destroy Original Checks as set forth in Section 3.I. of this Schedule E to this CMTS Agreement and in the Documentation, and
 - (iii) 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.
- (h) You will use the Product and the Office Deposit Service, including the entering, processing and transmittal of Imaged Items, in accordance with the Documentation. In addition, you will provide, at your 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 but not limited to a compatible Web browser, and other equipment and supplies required to use the Office Deposit Service, all of which must satisfy any minimum requirements set forth in the Documentation or as otherwise may be acceptable to the Bank. You will provide, or obtain from another party selected by you at your expense, support and maintenance of such Internet connection and all other computer hardware, software, and equipment required to use the Office Deposit Service, including without limitation troubleshooting Internet connectivity issues with your internet Office Deposit Service provider (ISP), and the Bank will not be responsible therefore.
- (i) You shall be responsible for verifying the Bank’s receipt of your transmission(s) by verifying that deposits have been posted to the appropriate Office Deposit Accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank.
- (j) You shall be responsible for installing and implementing any changes and upgrades to the Product and Office Deposit Service as required by the Bank within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Product and Office Deposit Service. You will ensure that the equipment for the Office Deposit 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.

- (k) You shall exercise due care in preserving the confidentiality of all user identification, Credentials, or other code or authentication method provided by the Bank or otherwise required for use of the Office Deposit Service and shall further prevent the use of the Office Deposit Service by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Office Deposit Service or disclosure of any Confidential Information or instructions by you, your employees and agents.
- (l) You will retain each Original Check in accordance with the Documentation. If not directed otherwise by the Bank and except as provided in Section 3.g of this Schedule E of this CMTS Agreement, you will store Original Checks in a safe and secure environment for such time as you deem necessary and advisable for a period of 5 days after such Item has been digitized and processed. You shall take appropriate security measures to ensure that: (1) only authorized personnel shall have access to Original Checks, and (2) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties. You will promptly (but in any event within 5 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 the Bank as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as the Bank otherwise deems necessary. You will use a commercially reasonable method which is consistent with any requirements of Regulation CC and approved by the Bank to destroy Original Checks after your retention period has expired.
- (m) You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to you and your Office Deposit Account charged for the amount of the Item plus any associated fee as disclosed in the applicable Fee Schedules. The Bank's right to charge your Office Deposit Account will apply without regard to whether the Item is timely returned to the Bank or whether there is any other claim or defense that the Item has been improperly returned to the Bank.
- (n) You shall maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform its obligations under this Schedule E of this CMTS Agreement.
- (o) You represent, agree and warrant to the Bank that (except as otherwise specifically disclosed in writing to the Bank) you are not now engaged, and will not during the term of this CMTS Agreement engage, in any business that would result in you being or becoming a "money Office Deposit Service business" as defined in the Federal Bank Secrecy Act and its implementing regulations.
- (p) You will not engage in any activity directly or indirectly related to the use of the Office Deposit Service that is illegal or fraudulent.

4. Process.

- (a) Your Office Deposit Account will be provisionally credited upon the Bank's acceptance of Imaged Items for deposit which are received by the Bank from you through the System.

- (b) You will create images of Checks at your location by use of scanning hardware and Software, if any, approved or provided by the Bank. You will enter all amounts and any other required information correctly.
 - (c) The Imaged Items will be transmitted by you to the Bank, or the Bank's authorized processor, over the Internet through a web-based interface offered by the System.
 - (d) The Bank will maintain the appropriate Office Deposit Account for you to receive credit and provide other specific information required by Bank related to the Office Deposit Service. As set forth in Section 8.b. of this Schedule E to this CMTS Agreement, all deposits received by the Bank are accepted subject to the Bank's verification and final inspection and may be rejected by the Bank in the Bank's sole discretion. All deposits are subject to the terms of the Deposit Account Agreement and Regulatory Disclosure.
5. **Compliance with Law.** You shall comply with all laws, rules, and regulations applicable to you, to the business and operation of you, and to the Products and Office Deposit Service, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established by an image exchange network through which Image Exchange Items are processed pursuant to this Schedule E of this CMTS Agreement. You shall have the responsibility to fulfill any compliance requirement or obligation that the Bank and/or you may have with respect to the Office Deposit Service under all applicable U.S. federal and state laws, regulations, 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.
6. **Communications Security Software.** At any time during the term of this CMTS Agreement, the Bank may require in its sole discretion the use of Software in connection with the Product and Office Deposit Service. If Software is required, then the Bank will provide to you a copy of the Software or instructions on how to obtain the necessary Software.
- (a) To the extent the Bank requires the use of Software in connection with the Office Deposit Service, you 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 the Bank.
 - (b) You acknowledge that: (1) the license to any Software that may be required for the Office Deposit Service is directly from the Software provider, pursuant to the license agreement that appears when any such Software is electronically accessed by you or otherwise provided to you, (2) the Bank may provide certain "first level" support to you with respect to the Software, but that the Bank will have no responsibility, for maintenance, support, infringement protection, or otherwise, to you with respect to the Software, and (3) you will look strictly to the Software provider, or its successors, with respect to any issues concerning the Software that cannot be satisfactorily resolved with the Bank's assistance.
 - (c) You will use the Software solely for the purpose of transmitting output files to the Bank consistent with this Schedule E of this CMTS Agreement and not for communications with any other party. You will not allow access to the Software or the use of the Product

by any person other than you, and will only process Items arising from a transaction or obligation between you and your direct payor.

- (d) You will promptly return all copies of the Software and Documentation, including materials related to the Documentation, to the Bank upon termination of the Office Deposit Service.
- (e) You will not reproduce the Software or other functionality or content included or used for the Office Deposit Service or on which the Office Deposit Service is based. Additionally, you will not decompile, reverse engineer or disassemble the Software or otherwise attempt to derive computer source code from the Software functionality of the Office Deposit Service.
- (f) Consistent with Section 7.h of this Schedule E to this CMTS Agreement, Bank may, from time to time, require and change the Software required for this purpose, provided such change does not result in any additional license or maintenance fees payable by you. You will be responsible to install and implement and changes to the Software within 5 days following notice of such change.

7. Bank Rights and Responsibilities.

- (a) For all Imaged Items processed by you pursuant to this Schedule E of this CMTS Agreement, either (1) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (2) Image Exchange Items will be presented for payment through image exchange networks. The 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 Documentation and as otherwise established by the Bank from time to time.

Unless otherwise agreed by you and the Bank, the Bank will process any returned Items in accordance with applicable law and the Deposit Account Agreement and Regulatory Disclosure.

- (b) Subject to Section 7.d of this Schedule E to this CMTS Agreement below, availability of credit from Items processed under this CMTS Agreement will be subject to the availability schedule of Bank, which may be amended without notice.
- (c) The Bank may at its sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. The Bank may from time to time establish exposure limitations and assign them to you.
- (d) In addition to any other rights the Bank may have as regards to your Office Deposit Accounts, the Bank may hold and use funds in any deposit Account or account following termination of this Office Deposit Service for such time as the Bank reasonably determines that any Item processed by the Bank prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which the Bank may be responsible. Without limitation, you recognize that under the Rules, the UCC, Regulation CC and the rules of any image exchange network the Bank's representations and warranties as regards Image Exchange Items and Substitute

Checks may expose the Bank to claims for several years following processing of the Image Exchange Item or Substitute Check.

- (e) The 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 the Bank's control. In the event of any of the foregoing failure or delays, you acknowledge that you may instead deposit directly with the 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 Office Deposit Service. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in the Bank's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if the 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.
- (f) You acknowledge that the Bank may from time to time establish minimum amounts to be funded by you as reserve amounts. The Bank will provide notice to you of any reserve requirement, and you shall immediately fund the reserve amount with good funds. The Bank may withhold and use any amounts due to you to maintain any reserve amounts at levels specified by the Bank. To secure all of your obligations to the Bank arising from this CMTS Agreement, you grant to the Bank a security interest in all Accounts of yours at the Bank, all funds in those Accounts, any reserve Accounts or funds therein, all Items, whether now or hereafter established by or for the benefit of you at the Bank, and all proceeds of the foregoing. The Bank's security interest will survive after termination of this Office Deposit Service and the CMTS Agreement. This security interest is supplemental to and not in lieu of the security interest granted by you to the Bank under any other agreement.
- (g) Upon 30 days' notice from the Bank, you agree to provide to the Bank your current annual financial statements, or such other financial information as the Bank may request to enable the Bank to determine your credit standing. You authorize the Bank to obtain from time to time, credit, financial and other information regarding you from other persons or entities, including commercial and consumer reporting agencies.
- (h) The Bank has the right to audit and conduct an on-site inspection, at any time and from time to time, of your place of business to ensure compliance with the provisions of this Schedule E of this CMTS Agreement.
- (i) In connection with the Bank's entry on your premises for the purposes of installation of the equipment and Software for the Office Deposit Service, if applicable, for the purpose of conducting an on-site inspection pursuant to Section 7.h. of this Schedule E to this CMTS Agreement, or in connection with providing support to you pursuant to Section 6.b. of this Schedule E to this CMTS Agreement, the Bank shall not be liable or responsible to you or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into your system, including any which allegedly delay, alter or corrupt the data of yours, whether related to the

transmission of Imaged Items or other data to the Bank or whether caused by the equipment, Software, Bank, Internet Office Deposit Service providers, Internet browsers, or other parties providing communication Office Deposit Service to or from the Bank to you.

- (j) The Bank may add, delete or change the features or functions of the Office Deposit Service, at any time in the Bank's sole discretion. If the Bank deems it reasonably practicable to do so and if the change adversely affects your usage of the Office Deposit Service, then the Bank will notify you of the change in advance. Otherwise, the Bank will notify you of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. The Bank may cause the Office Deposit Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond the Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the Office Deposit Service to be unavailable to you. You may deposit Original Checks and other items to any deposit Account at the Bank in person or in any other manner permitted by the Schedule E of this CMTS Agreement between you and the Bank, and you will be responsible for maintaining procedures and facilities to enable you to do so if the Office Deposit Service is unavailable to you.
- (k) The Bank may add, delete, modify or mandate specific controls.

8. Processing Times.

- (a) While the Office Deposit Service is available for use 24 hours a day, Imaged Items will only be processed on business days during the times set forth in the Documentation, except during maintenance periods, or such other hours as established by the Bank from time to time. Transmissions processed after these hours on a business day, or on any day that is not a business day, are treated as occurring on the next business day.
- (b) Imaged Items processed for deposit through the Office Deposit Service will be deemed to have been received by the Bank for deposit at the time the Imaged Items are actually received and accepted at the location where the Bank or its designated agent posts the credit to the Office Deposit Account. A deposit of Imaged Items will be deemed to have been received and accepted by the Bank for deposit when all of the following have occurred: (1) the Bank has preliminarily verified that the image quality of the Imaged Items is acceptable to the Bank in its discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (2) the Bank has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by the Bank for deposit may be rejected by the Bank in the Bank's sole discretion.
- (c) Items will be processed and ready for presentment by the Bank after the Bank receives all good digitized images and associated data for any given transmission from you. The Bank will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.
- (d) If under Section 8.b. of this Schedule E to this CMTS Agreement above an Imaged Item is not accepted for deposit, then you may then submit the Original Check to the Bank for

processing or contact the maker to reissue the Check. If you submit the Original Check for processing, the Bank reserves the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the Check.

- (e) It is your 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 Deposit Account Agreement and Regulatory Disclosure or as otherwise established by the Bank. You are further responsible for understanding and building into its transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

9. Security Procedures.

- (a) You will be solely responsible for establishing, maintaining and following such security protocols as deemed necessary to ensure that output files transmitted directly to the Bank are intact, secure and confidential until received by the Bank.
- (b) You agree to implement the Security Procedures that the Bank may offer to verify the authenticity of any output files transmitted to Bank in your name. Regardless of the Security Procedures implemented by you, you agree that the Bank may rely on and you will be obligated on the output file, whether or not the output file was authorized by you. Also, if an output file was authorized by you, you will be obligated on the output file even if the Bank did not verify its authenticity using the Security Procedures and even if the Security Procedures would have prevented error. You agree that the Security Procedures are intended to verify authenticity and not to detect error.
- (c) You shall comply with online instructions for using the Product and the Office Deposit Service by taking reasonable steps to safeguard the confidentiality and security of any passwords, equipment, and other proprietary property or information provided in connection with the Office Deposit Service.
- (d) You shall limit access to any Security Procedures, passwords and equipment to persons who have a need for such access, closely and regularly monitor the activities of employees who access the Office Deposit Service; notify the Bank immediately if you have any reason to believe the security of confidentiality required by this provision has been or may be breached; and immediately change the Security Procedure if you know or suspect the confidentiality of the Security Procedure has been compromised in any way. Security procedures are not designed for the detection of errors, e.g., duplicate transmissions of Imaged Items or errors in information provided to the Bank. The Bank is not obligated to detect errors by you.
- (e) You may appoint an individual (a "System Administrator") with the authority to determine who will be authorized to use the Office Deposit Service on your behalf. You assume sole responsibility for the actions of the System Administrator, the authority the System Administrator gives others to act on your behalf, and the actions of the persons designated by the System Administrator to access and use the Product and Office Deposit Service.

- (f) You agree to change the Security Procedure(s) periodically and whenever anyone who has had access to the Security Procedure is no longer employed or authorized by you to use the Product and Office Deposit Service.
- (g) The Bank may elect, at the Bank's discretion, to verify the authenticity or content of any transmission by placing a call to any authorized signer on your Office Deposit Account or any other person designated by you for that purpose. The Bank may deny access to the Office Deposit Service without prior notice if unable to confirm any person's authority to the access the Office Deposit Service or if the Bank believes such action is necessary for security reasons.
- (h) You warrant each time Imaged Items are transmitted using the Product and Office Deposit Service that the Bank's Security Procedures are commercially reasonable (based on the normal size, type, and frequency of transmissions). You agree to be responsible for any transmission the Bank receives through this Office Deposit Service, even if it is not authorized by you, provided it includes required Credentials or is otherwise processed by the Bank in accordance with a Security Procedure.

10. Your Representations and Warranties. You make the following representations and warranties with respect to each Item, including Non-qualifying Items, processed by you pursuant to this Schedule E to this CMTS Agreement:

- (a) 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 you converted the Original Check to an Imaged Item;
- (b) The Imaged Item contains all endorsements applied by parties that previously handled the Original Check in any form for forward collection or return; and
- (c) You agree to properly endorse all Items submitted using Office Deposit, including required signature(s) and the account number into which you want the check deposited. You must also include the following restrictive endorsement:
"Remote Deposit Only at Silvergate Bank"

Checks received that are not endorsed in accordance with this provision may be rejected. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

- (d) All encoding, transfer, presentment and other warranties made under applicable law as the Bank is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.
- (e) 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 you will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. You agree to indemnify and defend the Bank against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check.

11. **Fees.** You will pay to the Bank the initial setup and Office Deposit Service fees listed in the applicable Fee Schedules. The Bank may increase, alter, add or otherwise change fees and other amounts payable under this Schedule E of this CMTS Agreement may be changed by the Bank at any time, without prior notice to you. Fees may, at the Bank's option, be billed and paid through the Bank's account analysis system.

12. **Term and Termination.**

(a) The term of this Office Deposit Service will commence upon full execution and approval of the BOB Agreement and will continue thereafter until terminated as follows:

- (i) You may terminate this Office Deposit Service at any time, with or without cause, upon 30 days prior written notice to the Bank; and
- (ii) The Bank may terminate this Office Deposit Service at any time immediately upon notice to you.

(b) Any termination of the Office Deposit Service will not affect any obligations arising prior to termination, such as the obligation to process any Items, that were processed or in the process of being transmitted or collected prior to the termination date, or any returns of the same. Upon termination, the Bank may terminate your access to the Product and Office Deposit Service, and you will terminate your access to and use of the Product and Office Deposit Service, except to the extent necessary to process and collect Items that were in process prior to the termination date. Within 7 days after termination of this Office Deposit Service, you will, at your expense, promptly uninstall and remove all software provided for the Office Deposit Service from its computers and return to the Bank all hardware and equipment provided by the Bank for the Office Deposit Service, including scanner, 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 the Bank certify in writing to the Bank that all copies have been returned or destroyed. You will be responsible and liable to the Bank for the replacement cost of all lost, stolen or damaged equipment that was provided by the Bank to you in connection with the Office Deposit Service.

13. **Indemnification.** You will indemnify and hold harmless the Bank, its licensors and providers of the Product and Office Deposit Service, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (1) your wrongful acts or omissions, or any person acting on your behalf (including without limitation your authorized processor, if any), in connection with your use of the Product or Office Deposit Service or processing of Items under this Schedule E of this CMTS Agreement, including without limitation (a) the breach by you of any provision, representation or warranty of this Schedule E to this CMTS Agreement, (b) your negligence or willful misconduct (whether by act or omission) or your Patrons or any third party on behalf of you, (c) any misuse of the Product or the Office Deposit Service by you, or any third party within your control or on behalf of you, (d) the failure by you to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or

sanction imposed on the Bank by, any clearing house, or any governmental entity, arising out of or connected with any Imaged Item processed by the Bank for you or at your instruction; (2) any act or omission of the Bank that is in accordance with this Schedule E to this CMTS Agreement or instructions from you; (3) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to the Bank; (4) any loss or corruption of data in transit from you to the Bank; (5) any claim by any recipient of a Substitute Check corresponding to a Check processed by you under this Schedule E to this CMTS Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check; or (6) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of this Schedule E of this CMTS Agreement

14. Disclaimer. The bank's representations, warranties, obligations and liabilities, and your rights and remedies, set forth in this Schedule E to this CMTS Agreement are exclusive. The Bank and its licensors hereby disclaim, and you hereby waive and release the 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, the office deposit service, information, assistance, software products, or other matters provided under this Schedule E to this CMTS Agreement, including without limitation (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 the Bank nor its licensors warrant that operation of the product will be error-free or that its operation will be uninterrupted.

15. Bank's Liability.

- (a) The Bank will not be liable to you for any of the following: (1) any damages, costs or other consequences caused by or related to the Bank's actions that are based on information or instructions that you provide to the Bank; (2) any unauthorized actions initiated or caused by you or your employees or agents; (3) the failure of third persons or vendors to perform satisfactorily, other than persons to whom the Bank has delegated the performance of specific obligations provided in this Schedule E to this CMTS Agreement; (4) 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 the Bank), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (5) your or any other party's lack of access to the Internet or inability to transmit or receive data; (6) failures or errors on the part of Internet Office Deposit Service providers, telecommunications providers or any other party's own internal systems, or (7) if you do not follow or comply with the representations or warranties set forth above in Section 10 of this Schedule E to this CMTS Agreement.
- (b) The Bank's liability for errors or omissions with respect to the data transmitted or printed by the Bank in connection with this Schedule E to this CMTS 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.

- (c) Notwithstanding anything to the contrary in this Schedule E to this CMTS Agreement, the Bank's aggregate liability for claims related to this Schedule E to this CMTS Agreement, whether for breach, negligence, infringement, in tort or otherwise, arising during any 12 month period shall be limited to an amount equal to the amount of fees paid by you to Bank under this Schedule E to this CMTS Agreement for such 12 month period.
- (d) Except as otherwise specifically provided in this Schedule E to this CMTS Agreement, in no event will either party be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages, including without limitation any loss of use or loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if such party has been advised or should have known of the possibility of such damages.
- (e) You and the Bank acknowledge and agree that the limitations of liability in this Section 15 of this Schedule E to this CMTS Agreement are a bargained for allocation of risk and liability, and agree to respect such allocation of risk and liability. Each party agrees and acknowledges that the other party would not enter into this Schedule E to this CMTS Agreement without the limitations of liability set forth in this Section 15 of this Schedule E to this CMTS Agreement.

Schedule F
Mobile Banking Service Terms and Conditions

The following terms and conditions apply to the Customer's use of the Mobile Banking Service.

1. **Access.** The Bank will provide to you Mobile Banking Services as described in this Schedule F of the Mobile Banking Service Terms and Conditions and this Schedule E of the CMTS Agreement to enable you to transmit Imaged Items to the Bank or the Bank's designated processor to be cleared as Substitute Checks or Image Exchange Items. You will comply with the terms and provision of the Mobile Banking Service Terms and Conditions and this Schedule F of the CMTS Agreement with respect to the use of the Mobile Banking Services.
2. **Dollar Limitations.** In addition to any restrictions provided in the Mobile Banking Service Terms and Conditions, an application with Bank approval is required to establish limits for authorized users.
3. **The Mobile Banking Service** provides wireless access to your linked Accounts to do the following:
 - (a) Obtain Account Information. Balances may include funds that are not finally collected or available for immediate withdrawal. Account information allows you to view Account summary data. You may also access Account histories.
 - (b) Transfer funds between linked Accounts (excluding certificates of deposit).
 - (c) Initiate Bill Payments.
 - (d) Approve ACH Batches or Wire Transfer Requests.
4. **Terms and Conditions.**
 - (a) The Mobile Banking Service is separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from the Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. You give the Bank permission to use your phone number and other contact information for purposes of any out-of-band authentication.
 - (b) The Bank reserves the right to alter charges and/or these Terms and Conditions from time to time and to discontinue the Mobile Banking Service at any time. In addition, the Bank may suspend or terminate the Service to you if it believes you are in breach of these Terms and Conditions. The Service is also subject to termination in the event your wireless service terminates or lapses.
 - (c) You agree that the Bank is entitled to act upon instructions we receive under your Access ID and Password (login information) and that you are liable for all activities and transactions made.
 - (d) Services you are able to conduct through your mobile device may not include all services available to you through the Business Online Banking System. In the event that any terms contained in this Schedule F conflict with any other terms governing your accounts in the Deposit Account Agreement and Regulatory Disclosure or CMTS

Agreement, the terms contained in this Schedule F shall govern. Use of the Mobile Banking Service is dependent on broadband internet connectivity, and you are responsible for troubleshooting internet connectivity issues with your internet service provider.

- (e) You may make Bill Payments using this Service if you have already enrolled in the Bill Payment Service. You cannot create new payees using this Service.
- (f) You should only access this Service from a mobile device that you own. Your mobile device and login information should be kept secure. In the event that your mobile device is lost or stolen, or if you believe your login information has been compromised, you can deactivate this service by contacting us at 1-800-391-5190. The Bank shall not be liable for any losses caused by mobile service interruptions or mobile device malfunctions.

Mobile Deposit

The mobile deposit service (“Mobile Deposit”) is a part of the Mobile Banking Services and allows you to make deposits of the electronic image of a check or item (as defined by federal law) to your checking or money market accounts held with us by capturing an electronic image of the Item with the capture device (such as a camera on your mobile device) and submitting images and associated information to us for processing.

Eligible Items. All Items deposited using Mobile Deposit must be endorsed as “Mobile Deposit Only at Silvergate Bank” to your account, and any loss the Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. In addition, you agree that you will not use Mobile Deposit to deposit any of the following Items:

- Items payable to any person or entity other than you;
- Items containing a restrictive endorsement, except what is required by Silvergate Bank;
- Items that are substitute checks or image replacement documents;
- Items drawn on a financial institution located outside the United States;
- Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent; or
- Items prohibited by our current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your checking, savings or money market account.
- Items payable to you and another party who is not an account owner.
- Items dated six (6) months prior to the date of the deposit;
- Items that are post-dated and deposited prior to the date on that item.

Image Quality and Duplicate Deposit. The image of an Item transmitted using Mobile Deposit must be legible and clear to us. It must not be altered. It must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established and updated by the Federal Reserve Board or any other regulatory agency.

Endorsement. You agree to properly endorse all Items captured and submitted using Mobile Deposit; including required signature(s) and the account number into which you want the check deposited. You **must** also include the following restrictive endorsement; “Mobile Deposit Only at Silvergate Bank”. Checks received that are not endorsed in accordance with the provision may be rejected. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

Processing Time and Availability of Funds. If we receive the image of an Item for deposit on or before 4:00 p.m. PST on a business day, we will consider that day the day of deposit. If we receive the image of an Item for deposit after 4:00 p.m. PST or on a weekend or on a non-business day, we will consider the next business day as the day of deposit. Funds deposited using Mobile RDC, and accepted by us for deposit, will be made available to you in accordance with the agreement governing your deposit account.

Item Review and Rejection. Items we receive may be reviewed for image quality, duplicate presentment, endorsement, and any other factors that may prevent forward collection of the Item. You agree that all deposits received by the Bank are subject to verification and final inspection and may be rejected by the Bank in its sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to rejection of any Item that you transmit for deposit through Mobile Deposit. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that while the Bank normally provides notice of rejected deposits, we may reject any Item transmitted through Mobile Deposit in its sole discretion without notice to you, and will not be liable for any such rejection or failure to notify you of such rejection. If the Bank rejects an Item for remote deposit, or if Mobile Deposit is otherwise not available due to equipment failure, telecommunications failure or outages, or other system problems that may arise, you must physically deposit the original check at any of the Bank’s branches.

Disposal of Transmitted Items. Once you have received notice from us that your transmission was successful, you agree to securely retain and keep the original Item for five (5) business days after you have transmitted the Item. During this time, you agree to make the original Item available to us within 10 calendar days on our request and at your expense. If you do not provide a requested Check to us in a timely manner, we may reverse any credit we have provided for the Item. After five (5) business days following the deposit using Mobile Deposit, if you have verified that the funds have been credited to your account, you agree to mark the item as “VOID” and properly dispose of it by using a crosscut shredding or other reliable method to ensure it is not presented for deposit again. After destruction of the original Item, the image will be the sole evidence of the original Item. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Restrictions and Limitations. You agree:

- (a) Only Items that originated as paper Items and no third party or electronic checks may be deposited using Mobile Deposit;
- (b) After you submit an Item for deposit using Mobile Deposit you will not redeposit or otherwise transfer or negotiate the original Item;

- (c) Not to deposit Items into your account unless you have authority to do so;
- (d) To abide by any per-day, per-week, per Item, or any other limitation that we establish in connection with Mobile Deposit;
- (e) After you submit an Item for deposit you are solely responsible for the storage or destruction of the original Items;
- (f) You may only utilize Mobile Deposit if you and your mobile device are located in the United States;
- (g) To comply with any additional instructions or requirements that we communicate to you, including for example any help screens or user guides;
- (h) The electronic image of the Item will become the legal representation of the Item for all purposes; and
- (i) Any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn.

Minimum Hardware and Software Requirements. In order to use Mobile Deposit, you must obtain and maintain, at your expense, compatible hardware and software as specified by us, including an Internet enabled mobile device as approved by us. Without limiting the preceding sentence, you are responsible for all telephone and internet service charges. You agree to implement and maintain specific security controls to protect your hardware and software and client information from unauthorized persons. You agree to implement any additional security procedures or controls that we communicate to you from time to time.

Eligibility, Termination and Changes. You must meet the eligibility requirements in order to use Mobile Deposit. We have the right to suspend or terminate Mobile Deposit at any time if you or your account(s) do not meet the eligibility requirements for the service. We also reserve the right to change Mobile Deposit at any time. You may terminate Mobile Deposit by calling us at 800-391-5190.

Applicable Laws and Rules. You must comply with any applicable Check 21 and ACH rules and federal and state laws, rules and regulations.

No Waiver. In the event we accept an Item for deposit through Mobile Deposit that is otherwise in violation of any applicable term or condition, we shall not be obligated to accept similar deposits in the future.

Errors. You agree to notify us of any suspected errors related to your deposits through Mobile Deposit immediately and no later than fifteen (15) days after the applicable account statement is provided.

Interruptions. Mobile Deposit is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile Deposit may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions or negative impacts to Mobile Deposit and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolutions of client claims, including by providing, upon request and without further

cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

Indemnification. Notwithstanding any other provision contained herein, you agree to indemnify, defend and hold us harmless from and against any claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of Mobile Deposit, including, for example, a subsequent deposit of any previously deposited Item. This obligation survives termination of this CMTS Agreement and its Schedule F.

Authorized User License Agreement Terms for the Downloadable Mobile Deposit App

To be agreed to by each Authorized User prior to use of the Downloadable Mobile Deposit App.

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer Warranty.** The software is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the software will be free from defects or viruses or that operation of the software will be uninterrupted. Your use of the software and any other material or services downloaded or made available to you through the software is at your own discretion and risk, and you are solely responsible for any damage resulting from their use.
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 - (a) **Maintenance.** You agree to maintain your mobile device by ensuring Software updates are applied in a timely fashion, mobile device software updates are applied and the device is password protected.
 - (b) **Lost or Stolen Device.** If your mobile device has been lost or stolen, immediately log into your online banking account and de-register the lost device from the account settings menu or call Silvergate Bank at 800-905-0116. Telephoning Silvergate Bank is the best way of minimizing your losses.
 - (c) You will notify the Bank in writing any addition or deletion of a user.
 - (d) You shall be responsible for training your own employees in the use of the Product and the Mobile Banking Service.