

INTRODUCTION

This Agreement sets forth the terms of the Treasury Management services (the “Services”) offered to you (“Client, Company, Customer, Entity”) by California Bank of Commerce, N.A. (“us” or “Bank”). By applying for any Service, you agree to be bound by this Agreement. Your use of any Service will be additional evidence of your agreement to its terms. If you request additional Services in the future, they will be governed by this Agreement as in effect at such time, unless we advise you otherwise. This Agreement supersedes all previous agreements related to its subject matter. Unless we otherwise agree in writing, this Agreement does not alter or amend the terms or conditions of any other agreement you have with us, including but not limited to your Consumer Deposit Account Agreement, your Business Deposit Account Agreement, your signature card, the Schedule of Fees – Consumer Accounts, the Schedule of Fees – Business Accounts, Schedule of Fees – Cash Management Analyzed Accounts, your Certificate of Deposit Receipt, other related documents we may provide you, and any amendments and other disclosures you receive. Capitalized terms not defined in this Agreement shall have the same meaning as in the related documents above.

GETTING STARTED

1. **Equipment and Software.** You are responsible for obtaining and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time, with or without notice. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR SUPPLIERS OR VENDORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE (COLLECTIVELY “EQUIPMENT”). You agree to notify us promptly if any Equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to replace or repair the defective Equipment. We do not warrant that the Equipment provided to you will be error free or that the Services will be uninterrupted.

You agree to comply with the terms of any software or other license provided to you in connection with the Services. Unless we agree otherwise in writing: (a) any license you receive will be personal, limited, revocable, non-transferable and non-exclusive; (b) you may not transfer, distribute, copy, share, sublicense, reverse engineer, modify, or create derivative works from any Equipment; (c) the Equipment, User and/or Service Guides, security procedures, and systems provided to you in connection with a Service represent our proprietary property and must be returned to us promptly upon request; (d) we and/or our suppliers retain all right, title and interest in and to the intellectual property rights associated with the Services and the Equipment; and (e) you may not use or move Equipment outside the United States. Your license to use Equipment and Services will end with the termination of this Agreement or upon our earlier notice to you. You may only use the Equipment in connection with your authorized use of the Services.

2. **Your Administrator.** You must appoint an individual (an “Administrator”) for certain Services with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate passwords for you and each user, as well as limits on each user’s authority to access information and conduct transactions. You are strongly encouraged to use these controls to help reduce losses or damages that may arise out of improper or unauthorized use of a Service by a designated user and others. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services. We strongly recommend that you impose a dual control environment in connection with the transmission of check issuance data and payment instructions. If you elect not to do so, you agree to be subject to a higher standard of care with respect to your accounts, transactions and statements.

You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the password designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated password, the transaction will be deemed authorized by you.

It is your responsibility to understand the capabilities built into each Service to prevent unauthorized transactions, and to decide which accounts and Services to link to each password. You should keep in mind the importance of separation of duties as a means for protecting yourself against losses or damages. By using any of the Services you confirm that you have reviewed the "Treasury Management Services Security Procedure Supplement" provided concurrently to you with this Agreement and have determined (based on the type, frequency and amount of transactions you will have with us) that they are a commercially reasonable means of protection against unauthorized transactions and potential losses.

3. **Accounts.** Unless we notify you otherwise, all accounts in your name may be accessed through one or more of the Services. You should notify us in writing if you wish to delete any accounts from the Services. You will need to designate certain accounts for specific purposes in connection with some of the Services. If you fail to do so, you agree that we may designate the accounts in our sole discretion. If your Service application or setup form includes the accounts of your parent company, subsidiaries, or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

4. **Deposit Accounts.** The Company shall establish and maintain one or more Accounts during the term of this Agreement. Each Account shall be subject to the term and provisions of the Account Disclosures and, with respect to the Service Agreements, to the terms and provisions of this Master Agreement and the Service Agreements.

5. **Security Procedures and User Guides.** We may provide you with one or more numbers, passwords, tokens, challenge questions and/or other means of identification and authentication (collectively "Password") to access our Services. We also may provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to: (a) comply with the User Guides and procedures that we make available to you as may be updated or supplemented from time to time; (b) take reasonable steps to safeguard the confidentiality and security of the Password, the User Guides, and any other proprietary property or information we provide to you in connection with the Services; (c) limit access to your Password to persons who have a need to know such information; (d) closely and regularly monitor the activities of employees who access the Services; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change your Password if you know or suspect that the confidentiality of the Password has been compromised in any way. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your funds transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change any temporary Password we give you promptly after you are given access to the Services for the first time and whenever anyone who has had access to any Password is no longer employed or authorized by you to use the Services. For security reasons, you also agree to change the Passwords you assign to your employees on a regular basis. We may require you to change your Password at any time.

As an alternative to verifying transactions by means of a Password, we may elect to verify the authenticity or content of any order or instruction by placing a call to any authorized signer on your account or any other person designated by you for that purpose. We may deny access to the Services without prior notice if: we are unable to confirm to our satisfaction any person's authority to access the Services; we are unable to verify the identity of the person we are calling; or we believe such action is necessary for security reasons.

Each time you utilize a Service in any manner, you warrant: that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions); that you have complied with the provisions of this Agreement; that your computer and network is operational, patching is up to date, and firewalls and other protections (including but not limited to anti-virus, anti-malware, anti-spyware, and spam filtering) are present and up to date, and that you have no information indicating any breach of your computer or network. Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, if it includes your Password or is otherwise processed by us in accordance with the security procedure designated for the Service. We may require additional security devices or processes for access to the Services from time to time.

Your Internal Security. You agree to establish, implement, maintain and update (as appropriate) policies, procedures, equipment and software ("Internal Security Controls") that, with respect to the initiation, processing and storage of Automated Clearing House ("ACH"), wire and other transactions, will: (a) protect the confidentiality and integrity of non-public personal information, including financial information, of a natural person used to create or contained within an ACH or other payment

order and any related addenda record (“Protected Information”) until its destruction, (b) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction, (c) protect against unauthorized use of Protected Information that could result in harm to a natural person, and (d) comply with all applicable laws, regulations, or rules on access to and security for the systems you use to initiate, process, and store ACH, wire and other transactions.

Your Internal Security Controls must also safeguard the security and integrity of your computer system and information from unauthorized use, intrusion, takeover or theft, and prevent your Password from unauthorized discovery or use (collectively “Internal Security Breaches”). You bear all risk of fraudulent transfers and other losses arising from Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively “Internal Security Losses”). We will not reimburse you in connection with Internal Security Losses. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Password. You are encouraged to consider purchasing insurance to cover your Internal Security Losses. Please see your User Guides and Treasury Management Services Security Procedure Supplement, if applicable, for suggestions on the Internal Security Controls that you should consider to protect your system from Internal Security Breaches.

You remain solely responsible at all times for your Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although we may employ various systems and procedures from time to time to prevent losses to us, we assume no obligation for Internal Security Breaches or Internal Security Losses, provided we have acted in accordance with this Agreement and/or instructions that are accompanied by your Password.

SECURITY INCIDENTS. YOU AGREE TO IMMEDIATELY NOTIFY US, ACCORDING TO NOTIFICATION PROCEDURES PRESCRIBED BY US, IF YOU BELIEVE THAT ANY INTERNAL SECURITY CONTROLS OR PASSWORD HAVE BEEN STOLEN, COMPROMISED, OR OTHERWISE BECOME KNOWN TO PERSONS OTHER THAN YOU OR YOUR AUTHORIZED REPRESENTATIVE(S) OR IF YOU BELIEVE THAT ANY TRANSACTION OR ACTIVITY IS UNAUTHORIZED OR IN ERROR.

OUR SERVICES

We may offer the following Services to you separately or as part of a suite of Services.

1. **Account Information Service.** You can use our online Service to obtain balance and other account information. Since certain information and transactions are not processed by us until after the close of our Business Day, some transactions may not be reflected in the system until the next Business Day. Posted Items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information Service. If you are unable to access our system for any reason, you can contact us for assistance by telephone at (844) 265-7622, by email at TreasuryTeam@bankcbc.com, or by writing to us at California Bank of Commerce, Attn: Treasury Services, 12265 El Camino Real Suite 210, San Diego, CA 92130.

2. **Cash Vault Service.** You can use the Service to have coin and/or currency deposits (“Deposits”) delivered to a remove cash vault location for processing, or place coin and/or cash orders (“Withdrawals”) for delivery to your place of business.

Your Courier. You will need to make arrangements with a courier or armored carrier (“Courier”) to transport deposits and withdrawals (“Shipments”) between your locations and the cash vault service company (“Service Provider”). The Courier will act as your agent while transporting Shipments. You will not have direct personal access to funds at Service Provider’s cash vault locations.

Deposits. You may deliver deposits to us through the Service using the Courier you previously designated to us in writing. You agree to comply with the cash vault procedures (the “Procedures”) that we and/or the Service Provider adopt from time to time. Your Shipments must be made in sealed bags that are approved for use by the Service Provider and must be accompanied by deposit tickets. The Service Provider or Bank may reject any Shipment that we or the Service Provider find unacceptable or irregular (e.g., shipment bags that have holes or are not properly sealed).

Shipments made in accordance with the Procedures will be deposited into your designated account(s) with us. The timing of the deposit may depend on whether your deposit is received by the Service Provider before or after the processing Cut-Off Hour for the Service. Shipments received before the Cut-Off Hour on a Business Day will be provisionally credited to your account(s) within 2 Business Days. If your deposit is received after the Cut-Off Hour or on a non-Business Day, however, it may not be available for an additional Business Day. The Service Provider will provide your Courier with a receipt for each

Shipment, and information regarding your deposit will be reflected in your regular monthly statement. Information regarding your Shipments may also be made available to you electronically.

- **Smart Safe.** You will need to make arrangements directly with Service Provider for this service. We agree to provide provisional credit of Deposits made using this service as provided by Service Provider based upon reporting provided directly by Service Provider to us.

Withdrawals. You agree to follow the Procedures established by Service Provider when ordering cash for withdrawal. You also agree to verify all cash Shipments in the manner described below and as otherwise directed by the Service Provider.

- **Withdrawal Orders.** You may submit cash withdrawal orders (and change or cancellation orders) to Service Provider signed or requested by your authorized representative, electronically via the Service Provider online cash vault portal, or by telephone. Your designated account will be charged for the amount of the order.
- **Verification of Cash Shipments.** You agree to promptly verify the amount of cash you receive in any Shipment. The Service Provider may require your Courier to sign a receipt for each Shipment.
- **Notification of Differences.** You will report cash differences to us and the Service Provider within five (5) days of your receipt of a cash Shipment. The report must be in writing and must be accompanied by the shipping bag and any accompanying documentation. Differences of \$50.00 or more must be reported immediately by telephone, followed by a written report to us and the Service Provider.

If you fail to comply with the inspection, verification and notification procedures required by this Agreement, you will be deemed to have waived any claim against us for lost, mutilated, or missing cash.

Risk of Loss. The Courier will be deemed your agent, not an agent of the Bank. As between you and us, you assume all risk of loss of or damage to Shipments while they are in transit to or from Service Provider's location. Your Shipments will not be deemed to be received by us unless and until they are (a) received, counted and reconciled against your deposit tickets at the cash vault by the Service Provider, and (b) we are notified that the Shipments have been verified as correct by Service Provider. Information set forth in Service Provider receipts is subject to later adjustment, based on Service Provider's review of your deposit. We may charge your account with us for any adjustments made by the Service Provider involving deposits (e.g., for counterfeit currency).

Cash withdrawals will be deemed received by you when the cash Shipments are delivered by the Service Provider to your Courier. We make no warranty or representation regarding your Courier or assume any liability whatsoever for any action or omission of the Courier. You are solely responsible for determining whether the Courier has adequate insurance coverage in connection with any risk of loss.

Content of Shipments. Our records and the adjusted records of the Service Provider with respect to the contents of your Shipment will be deemed conclusive evidence of the contents of your Shipment. Any adjustments made by Service Provider will be credited or debited to your account.

Reliance on Service Provider. Our ability to provide the Service is dependent upon the availability of the Service Provider to provide certain related services. You agree that we will have no liability to you if Service Provider is unable or unwilling for any reason beyond our immediate control to provide the services required for the Service.

3. **Remote Deposit Capture.** You can use the Service to scan images of checks and other Items ("Checks") and then transmit those images and other data to us electronically for deposit to your account. The Checks will then be processed electronically.

Equipment and Software. We may provide you with equipment and/or software (collectively, "Equipment") that you can use to capture and transmit images of the front and back of Checks and other information (e.g., MICR line data) to us. You will be responsible for all other materials necessary for the Service, such as a telephone, terminal, modem, Internet connectivity, consumables (e.g., ink cartridges and other supplies), and computer.

You may use the Equipment only for the purpose of processing Checks and information in the manner permitted by this Agreement. You may not: (a) use the Equipment to process Checks through other institutions; (b) use the Equipment at a location other than your regular place of business as will be reconfirmed by us from time to time; (c) perform or allow others to perform alterations or repairs to the Equipment without our written consent; or (d) attempt to bypass or disable any security feature of the Equipment. When this Agreement ends, your right to use the Equipment also will terminate automatically. You

must maintain the Equipment we provide to you in good condition, subject to normal wear and tear, and return it to us at the address we direct.

Except for Equipment that we provide to you and agree to maintain, we will not be responsible for repairing or replacing defective Equipment. We also assume no responsibility for any computer virus or related problems that may occur with your use of this Service, whether you obtain equipment or software from us or from a third party.

Using the Service. You agree to: (a) only use equipment and software that meet our Service specifications, as they change from time to time; (b) follow our Service instructions for capturing and transmitting Check images and other information to us; (c) view each Check as it is scanned to ensure that the images (front and back) are being captured and accurately and legibly depict all information on the original Check; (d) retain original Checks for no less than 30 days and more than 60 days; (e) no later than the 61st day, promptly destroy (by shredding) the original Checks; (f) adopt commercially reasonable security procedures in connection with the storage and destruction of original Checks and any copies of such Checks; (g) allow us to examine the physical location where you capture and transmit Check images and store original Checks to confirm your compliance with this Agreement; (h) adequately train your employees on the use of the Service and evaluate the need for separation of employee duties to reduce the risk of fraud; (i) allow us to inspect any internal or external audit report or other internal or external review relating to your use of the Service or operational processes related to the Service; and (j) provide us with the original Check (if it is within your possession) or a sufficient copy of the Check within 5 Business Days of our request. A "sufficient copy" of a Check is a paper reproduction of an original Check that accurately represents all of the information on the front and back of the original Check as of the time the image was transmitted to us by means of this Service. Once you transmit Check information to us, you agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original Checks (or copies of such Checks, whether in paper or electronic form) with us or others.

Bank utilizes virtual endorsements to ensure that all items processed are properly endorsed prior to submission to the network. Bank may at its sole discretion require and Company will ensure that Checks are physically restrictively endorsed or otherwise processed to permit only Banks to acquire rights of a holder in due course in the collection process of Checks.

Certain Checks Not Permitted. You may use the Service only to process the deposit of original paper Checks that are payable or properly endorsed over to only you. You agree that you will not use the Service to process the deposit of Checks that are not payable to, or properly endorsed over to, only you without our written consent. Unless we specifically agree through an Endorsement Indemnification Agreement or otherwise in writing, you may not use the Service to deposit: (a) Checks payable to a third party which have not been properly endorsed over to only you; (b) demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer); (c) substitute checks (i.e., paper checks created from an electronic image); (d) Checks that are irregular in any way (e.g., where the numerical and written amounts are different); (e) Checks that have previously been returned unpaid for any reason; (f) Checks that are postdated or more than 6 months old; (g) Checks drawn on a foreign bank or payable in a foreign currency; (h) Checks payable to "Cash;" (i) registered government warrants or US Savings Bonds; (j) any Check that you suspect is fraudulent or not properly authorized; or (k) any Check or Checks that exceed the transaction limitation(s) that we establish from time to time. Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

Your Representations. You represent and warrant the following with respect to each Check that you transmit electronically to us:

(a) the Check has been endorsed by each party that the Check is made payable to and you have the legal right to accept the Check for deposit and negotiation, regardless of the name of the payee shown on the Check; (b) the images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission; (c) you have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another institution from capturing or processing such information; (d) you make all warranties that would otherwise apply to the Check if it had been a paper Item deposited with us; (e) you make all encoding, transfer, presentment and other warranties that we (or any correspondent bank we use) are deemed to provide to others (e.g., as a reconverting bank) under any law, clearing house rule, or image exchange network or agreement to which we are a party; (f) the Check will not be presented for deposit or payment more than once; (g) you will not submit files with malicious code; and (h) if we agree that you may process previously truncated and reconverted substitute checks through this Service, you will ensure that the identification of previous truncating and reconverting banks are preserved and that returned substitute checks meet the requirements for legal equivalency under Federal Reserve Regulation CC.

Hours of Operation. The Service can be utilized 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. Deposit information received on or after our Service Cut-Off Hour (which we may change from time to time) or on a non-Business Day may be deemed received by us as of the next Business Day. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability. If the Service is not available for any reason or a Check cannot be processed by means of the Service, you should have a contingency plan such as mailing or depositing your Checks directly with your branch of account or another branch or arranging for a courier to deliver the Checks to Bank for processing.

Confirmations. Although we will not send you a confirmation for each Check we receive, you may opt to receive a generic deposit receipt confirmation, or you can use our online service to confirm our receipt of your batch file. If Check information received by us is not complete or cannot be processed by us for any reason, we may reject the deposit, notwithstanding any file receipt information shown at our website, and charge the amount back against any provisional credit to your account.

Returned Checks. If a Check is returned unpaid to us for any reason, we may return it to you in the form of a Substitute Check. If you decide to redeposit the returned Item, you may only redeposit the Substitute Check; you may not deposit the original Check.

Availability. If we receive your Check information on a Business Day before our Service Cut-Off Hour, we will consider that day to be the day of your deposit. If we receive your transmission after our Cut-Off Hour or on a non-Business Day, we may treat the deposit as received the next succeeding Business Day. If the drawee of a Check or another third party makes a claim against us or seeks a re-credit with respect to any Check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account including any associated fees for any Check that is returned, whether or not the return is timely or proper.

Indemnification. You will indemnify, defend, and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including without limitation, attorneys' fees and/or warranty claims) related to or arising out of: (a) our processing of Checks in accordance with this Agreement or your instructions; (b) your actions or omissions, including your breach of any representation or failure to comply with this Agreement; (c) any modifications or changes you make to the Equipment without our written consent; (d) any misuse of the Equipment by you, your employees or agents; (e) your failure to comply with applicable state and federal laws and regulations; (f) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of Check images or information to us; or (g) any claim by a recipient of a substitute check corresponding to a Check processed through the Service, that the recipient incurred a loss due to (i) the receipt of the substitute check instead of the original Check, or (ii) multiple payments with respect to the same original Check, based on any combination of the original Check, the substitute check and/or any paper or electronic copy of either. This provision shall survive the termination of this Agreement.

Without our express permission, you may not use the remote deposit service to deposit items to a personal account unless we agree otherwise.

Remote Deposit Capture Right to Require Periodic Self- Assessment; Right to Audit and Inspect. In accordance with regulatory guidelines, the Bank has the authority to require periodic self-assessment in any manner or form it deems reasonable in its sole discretion. Additionally, in accordance with regulatory guidelines, the Bank has the authority upon reasonable prior notice to (a) mandate specific internal controls at the location(s) where you use Remote Deposit Capture, and (b) periodically audit or require audits, either internal or third- party, of your Remote Deposit Capture operations including your information technology infrastructure. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by us in the course of such self- assessment and/or audit. Further, we may inspect the location(s) where you use Remote Deposit Capture to determine your compliance with this Agreement. Our inspection may only occur during mutually agreeable hours, and only if we have provided you with reasonable written notice of the inspection.

4. **Funds Transfer Services (Wire/ACH/Internal & Telephonic Transfers).** We offer funds transfer Services that allow you to make payments to others and to transfer funds between accounts through the Automated Clearing House ("ACH"), by wire, or by internal transfer.

Your Payment Orders. When you transmit a transfer or payment request ("Order"), you authorize us to charge the designated account for the amount indicated. To ensure that your ACH transactions are timely, you should submit Same Day ACH Orders to us before the designated cut-off time, on the payment date, ACH credit Orders to us up to two Business Days before the payment date and ACH Debit Orders one Business Day prior to the payment date. Certain transactions are ineligible for Same Day ACH processing- refer to NACHA for guidelines. You agree not to submit ACH debit Orders for accounts receivable

collection (ARC), represented check (RCK), international (IAT), back-office conversion (BOC), telephone-initiated (TEL), Internet-initiated (WEB), or point-of-purchase (POS) entries without our prior written consent.

Available Funds. We may refuse an Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction (usually the day we receive your file – See your User Guide for details). ACH credit transactions are typically prefunded with a hold placed on funds pending our processing of your Order. Under certain circumstances as determined by the Bank, your ACH credit transactions may be prefunded two Business Days prior to the settlement date. If we have reason to believe that you may not have adequate funds to cover an ACH credit Order, we may delay execution of the Order until we receive adequate assurance from you that the funds will be available. Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend money to you. We may discontinue processing transactions without adequate prefunding at any time and without prior notice to you.

ACH Transaction Rules. You agree to comply with the operating rules (the “Rules”) of the National Automated Clearing House Association (“NACHA”) as they may be amended from time to time when you conduct transactions through the ACH. You can obtain a current copy of the Rules at achrulesonline.org or by telephoning NACHA at 800-487-9180. You also agree to comply with various federal laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation those established by the office of Foreign Asset Control, the United States Treasury’s Financial Crimes Enforcement Network, and the Federal Financial Institutions Examination Council.

Compliance with Laws and Regulations. When you do business with us, you agree not to violate the laws, regulations or ordinances, and orders of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury’s Office of Foreign Assets Control. You also agree to comply with all applicable state laws. You may not use your account or our services for any illegal activity or to process Internet gambling transactions (legal or otherwise) or to conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter. You agree to provide us with information and documentation regarding your business or trust so that we can confirm your compliance with this provision.

Funds Transfer Instructions. Your Orders must comply with the form, format and other requirements set forth in your User Guide, the Rules (if applicable), and as otherwise directed by the Bank from time to time. We are not responsible for detecting or rejecting duplicate Orders. If you give us an Order that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us.

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary’s financial institution in your Orders. If you describe any beneficiary or institution inconsistently by name and account number, we and other institutions may process the Order solely on the basis of the account number, even if the account number identifies a person or entity different from the named beneficiary or institution.

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

ACH Prefunding. ACH credit transactions are typically prefunded with a hold placed on available funds. Unless an exception has been granted by Bank, you agree to only originate ACH credit files for payments (i.e., direct deposit, trade payments, etc.). If any other type of file is originated, the Bank will immediately terminate the file. Upon receipt of your credit file, the Bank will verify funds availability in the designated settlement account at the Bank. Available (collected) funds must be in your settlement account before you transmit the file to the Bank or your ACH file entries will not be processed. Floats or holds on deposited checks may limit funds availability. The Bank is under no obligation to notify you if a non-sufficient funds condition exists. If contacted, you will agree to immediately deposit readily available funds into the designated settlement account in the form of a cash deposit, account transfer, loan advance or wire transfer to cover the transaction. Should the Bank elect to release the file against non-sufficient funds, it is under no obligation to release subsequent files for which a non-sufficient funds condition exists. Funds will be debited from settlement account on the same day the file is received at the Bank. Prefunded ACH files must be “unbalanced” when delivered to the Bank (i.e., no offsetting debit entry contained within the NACHA formatted file). If a balance file is originated, the Bank may elect to immediately terminate the file. If your file is not processed, you will have to re-initiate the file or choose an alternative payment method. Failure to comply with the conditions could result in termination of ACH services or require credit approval in order to continue using ACH Services.

Request to not require any prefunding may require additional credit approval in order to use ACH Services.

Foreign Wires. If your Order involves a foreign transfer, we may execute the Order in the currency of the country of the payee's financial institution at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee institution. If the transfer is returned for any reason, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Foreign transfers may be subject to delays, charges in foreign currency exchange rates, and charges imposed by other financial institutions. A portion of those charges may be shared with us.

Authorization and Record Retention. You may initiate ACH debit Orders only with the prior authorization of the owners of the accounts affected by such Orders. You agree to maintain a record of each authorization for a period of two years following its termination, and to provide us with a copy upon request. Unless we agree otherwise, you will not submit ACH debit Orders to collect funds for checks or other paper Items which have been dishonored and returned for any reason, even if such represented check Orders are permitted under the Rules.

Tax Payments. You are solely responsible for determining the amount of any taxes due and transmitting payment information to us in accordance with the terms of this Agreement. You acknowledge that our employees are not authorized or permitted to give tax advice to you. You agree not to seek or place any reliance upon tax advice from us or our employees. We will have no responsibility for (a) determining the correctness of any tax computation or payment, (b) questioning the timing or amount of any payment, (c) determining or questioning the correctness of any report or information submitted by you (even if it appears incorrect on its face), or (d) any penalty which may be imposed if you instruct us to make a payment after our Cut- Off Hour or the date the tax payment is due. You are responsible for promptly making required tax payments by another means in the event there is an interruption in the ACH Service.

Internal Transfers. Transfers between your deposit accounts with us are subject to the terms of your account agreement. Although you may instruct our online system to make transfers between your accounts at any time on any day, transfers occurring after our Service Cut-Off Hour or on non-Business Days may not be posted until the next Business Day.

Transaction Limits and Safeguards. You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You agree that you will not allow anyone to initiate Orders without proper supervision and adequate safeguards, and that you will regularly audit the actions of your Administrator and authorized representatives.

Cancellation and Amendment of Orders. Neither you nor any other person may cancel or amend an Order after we receive it. If we attempt to reverse an Order at your request, we assume no liability for any interest or losses that result if the reversal is not affected. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to affect any reversal. You are solely responsible for providing notice to receivers that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

Refusal of Orders. We may refuse any Order with or without cause or prior notice. For example, we may refuse an Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction or on the settlement date. We may notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two Business Days after the date an Order was to be affected (one Business Day for wire Orders). We are not required to pay you interest on a rejected Order for the period from refusal of the Order to your receipt of the notice of refusal.

Notice of Returned Orders. We may notify you electronically, in writing, by telephone, or otherwise regarding any Order that is rejected or returned for any reason. We will send our notice no later than two Business Days after the Business Day we receive notice of a return. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the Order. We may attempt to remake the Order if the return is due to our error and we have sufficient data to remake the Order.

Notices and Statements. Information on transfers to or from your accounts will be reflected on your periodic statements and may be available to you online. We are not required to provide you with any other notice of the receipt, transmittal or debiting of Orders. Please note that, although we may issue an online ACH or wire confirmation number for tracking purposes, it does not mean that your Order meets our requirements or will be processed.

Provisional Credit. Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

Unauthorized Order. We may process any Order (including an amendment or cancellation Order) we believe is transmitted or authorized by you if we act in compliance with the security procedure (including any callback procedure) agreed upon by you and us. Such Orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such Orders, even though they are not transmitted or authorized by you. We strongly recommend that you impose a dual control environment in connection with the transmission and confirmation of Orders. If you elect not to do so, you agree to be subject to a higher standard of care with respect to your accounts, transactions and statements.

5. Lockbox Service. We will process payments which you receive by mail or other preapproved methods from others ("Clientele") by establishing a post office box address where Clientele may mail payments to you; arranging for the collection of such payments each Business Day; endorsing checks on your behalf; depositing payments to your designated account; and providing related accounting and record keeping services.

Commencement of the Service. Once we notify you that we are ready to commence the Service, you may direct Clientele to mail payments to you at the post office box address we designate. We will have exclusive and unrestricted access as your agent to the mail at such address.

Our Processing of Checks. You authorize us to endorse all checks we receive on your behalf through this Service. Unless we agree otherwise in writing, we may refuse or accept checks for deposit to your account if there is any difference between the name of the payee and your legal name (e.g., "Acme", as opposed to "Acme Publishing, Inc."). You will be deemed to warrant the endorsement of all Items we receive through this Service, as well as your right to receive such Items for deposit to your account.

Deposit of Checks. We will deposit Customer payments to the account you have designated, pursuant to the terms of your account agreement. Items received after our Cut-Off Hour on a Business Day or on a non-Business Day may be processed by us on the next Business Day.

Copies of Checks. We will make a copy or record of each check processed pursuant to this Service and will retain the record for several years. At your request and expense, we will prepare copies of checks for you. You acknowledge that microfilm or image processing is subject to error on occasion and agree to hold us and any third-party processor we use harmless from all claims, actions, damages, attorney's fees and costs associated with our inability to produce copies of checks.

Irregular Items. We may reject Items for deposit that are irregular in any way. Unless we agree otherwise in writing, we may process, send for collection, or forward to you for disposition: checks that contain discrepancies or minor errors (e.g., a difference between the written and numerical amounts), postdated checks, stale dated checks, checks bearing payee names different from your name, checks that do not bear the drawer's signature, altered checks, checks drawn on a foreign bank or in a foreign currency, and other irregular Items. Although we assume no obligation to identify and/or return Items bearing notations such as "Payment in Full," we may attempt to do so if requested by you. Unless we agree otherwise in writing, we assume no duty to confirm that any payment equals the amount of any accompanying payment coupon, statement or invoice. You agree not to send or have others send registered state warrants or demand drafts (Items that do not bear the maker's signature, but purport to be authorized by the maker) to the Lockbox.

Your Instructions to Clientele. You agree to instruct Clientele not to send cash, returned merchandise, notices, communications or other materials (not previously approved by us in writing) with their payments to the address specified for this Service. Unless we agree otherwise in writing, you also agree that you will not provide Clientele with marketing response or other materials in connection with your billing process which Clientele may return with their payments to the Service address. You agree to notify us at least 30 days in advance of any change in your remittance statements and/or mailing schedule.

Unless otherwise agreed in writing, we assume no duty to you or others with respect to returned merchandise, property, or correspondence mailed to the address provided for this Service. We may return such Items to the sender (if known by us) or, at your request, forward them to you at your sole risk and expense.

Post-Termination. You agree to notify Clientele to stop sending payments through the Lockbox following the termination of this Service. At your request, we may (in our sole discretion) agree to continue processing payments and/or will forward mail received through the Lockbox to you for a short period of time following the date of termination. Such processing will be subject to the terms of this Agreement in effect on the date of termination. Otherwise: (a) we may terminate the Lockbox and/or refuse to pick up any further mail from the Lockbox; (b) we may forward or send to you by courier (at your expense) any Lockbox mail that comes into our possession; and (c) if you fail or refuse to pay our expense for sending you such mail, we may return or send, at your expense, any Lockbox mail to the sender (if known).

6. **Online Banking/Bill Payment Service.** This Service allows you to obtain information about your accounts and transactions, communicate with us electronically, transfer funds from one account to another, enter and/or view stop payment orders, and make payments to others. Except as set forth below, these services are subject to the provisions set forth in the Account Information Service, Funds Transfer Services, and Stop Payment Service sections of this Agreement.

Bill Payments. You may make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Services, you must specify which account you wish to use in making payments. We will send your payments either by transferring the funds electronically or by mailing a check to the payee.

Eligible Payees. We reserve the right to determine who may be a payee. Unless we advise you otherwise, payments may be made only to payees located in the United States. You agree not to use this Service to make payments to settle securities purchases, make tax payments, or make court ordered payments.

Initiating Payments. You should enter and transmit your payment instructions to us at least five Business Days before your payment is due (without regard to any grace period). Although we may be able to pay certain payees electronically within three (3) Business Days of the payment initiation date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. If we mail a check, we will do so on the designated "Send On" date that you have scheduled. All electronic transactions will be debited prior to the designated "Send On" date. It is possible that a check may be presented for payment in advance of your due date. You are solely responsible for any overdrafts and fees resulting from such scenario.

It is your responsibility to request that payments be made in such a manner that they will be received in time. You are solely responsible for any damages, such as late charges, that may be imposed as a result of your failure to identify the correct payment date and transmit your instructions to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing payment dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

Cut-Off Hours. Our Cut-Off Hours for bill payment instructions and internal transfer instructions are subject to change without prior notice. We may treat instructions that we receive on a non-Business Day or after our Cut-Off Hour on a Business Day as being made on the following Business Day.

Payment Changes/Cancellations. We process payments once each Business Day. You should keep this in mind if you wish to cancel or change a payment instruction. For example, if you schedule a payment to be initiated prior to cut-off time on April 4th, your payment will process on April 4th at cut-off time. To change or cancel this payment, you would need to modify your instructions prior to cut-off time on April 4th. Please note that payments scheduled to occur on a non-Business Day will process on the Business Day prior to the non-business date on which payment has been scheduled.

Stopping Payment. You do not have the right to stop payment on a payment made electronically after it has been processed. If your payment is made by check, you may request a stop payment on the check prior to its payment.

Recurring Payments. You may schedule payments to recur automatically in the same amount. You may change or skip recurring payments by providing us with instructions prior to the processing time and date.

Rejecting Payment Orders. We may reject payment orders with or without cause or prior notice. If we do, we will notify you of the rejection orally, electronically or in writing.

7. **Positive Pay Service-Check.** If you are approved for this online Service, and you provide us with a "Positive Pay File" containing a list of the serial numbers and amounts (exact dollars and cents) of the checks that you issue, we will compare the list with the information that is encoded on checks presented to us for payment against your designated account. You may optionally include the payees in your Positive Pay File, which we will use to further validate the issuance of checks. If the information matches, we will treat the matching checks as validly issued and properly payable and will process such checks for payment. If the information does not match, we will use the Service to provide you with "Positive Pay Exceptions" which will list any exception checks. You must then make pay or return decisions using the Service. We also may refuse to pay any check if there are insufficient collected and available funds in your account to cover the check.

Checks Covered by Service. This Service applies to checks that are presented for payment through in clearings and posted to your account each night. It is not designed to compare your list of issued checks against Items that are not processed on an automated basis (e.g., damaged checks or checks presented for payment over the counter, at an ATM or by mail). Although we may occasionally attempt to compare your list with such Items, we will not be liable for our failure or refusal to do so.

The Positive Pay Exceptions may include duplicate checks, checks with duplicate serial numbers, mis encoded Items, checks lacking an encoded serial number, and other Items that appear to be exception Items. We assume no duty to compare, specifically identify, or determine which of those Items (if any) are properly payable. We will pay or return such Items in accordance with this Agreement.

Note: Our stop payment and Positive Pay Services operate separately. As such, if you ask us by telephone or online to stop the payment of a check, the Item may not show up as an exception. You agree not to use this Service (via Positive Pay Exceptions) as a substitute for a stop payment order.

Reliance on MICR Encoding. We will not be obligated to verify signatures on any checks that match the information you provide or that you fail to reject. You understand and agree that we may compare your information on approved checks with information that is encoded on the Items presented to us for payment. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. You agree that we may rely on the process described above and that it will be deemed an acceptable standard of care for this Service and your account. You understand that the Service may not identify counterfeit or duplicate checks which contain the same check serial number and amount as the Items described in your Check Issue Report. As such, you agree to review promptly all statements, returned checks, reports and other check and transaction information that we make available to you.

Issue Information and Timing. You agree to provide check information and instructions to us in the manner, form and format that we specify for the Service. You assume full responsibility for the completeness and accuracy of all information furnished to us. Our willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and we may discontinue processing nonconforming information without prior notice. Your Positive Pay File may be uploaded at any time even after exception Items have been presented for decisioning. You must instruct us to pay or return exception Items by our cut-off time on the same Business Day as presented.

Stale-Dated and Postdated Checks. We may pay stale-dated and postdated checks unless you place a stop payment or postdated check order on such Items, remove them from your list of checks approved for payment, or fail to notify us through this Service not to pay the Items. For further information see your account agreement.

Security. You agree to implement reasonable internal security procedures in connection with this Service. We strongly recommend that you impose a dual control environment in connection with the transmission of Check Issue Reports and decision instructions. If you elect not to do so, you agree to be subject to a higher standard of care with respect to your accounts, transactions and statements.

Liability. If we pay Items in accordance with this Agreement, you release us from any claim that the Items were not properly payable. If we dishonor Items in accordance with this Agreement, you release us from any claim that the Items were properly payable and any claim for wrongful dishonor. You agree to be bound by any Positive Pay File and Positive Pay Returns, whether or not authorized by you, which is issued in your name and accepted by us in accordance with this Agreement. We will not be responsible for determining or reporting to you whether there is an unauthorized signature or alteration of any Item whose processing is covered by this Service.

8. Positive Pay Service-ACH. If you obtain this Service, we will notify you electronically of any ACH debit entry against the accounts you designate if the entry does not meet your pre- established ACH filters. You must then instruct us if you want us to pay or return the entry. You authorize us to act in accordance with your instruction. If we do not receive your pay/return instruction by the Cut-Off time established for the Service, we may automatically return any nonconforming entries.

You are responsible for the accuracy and completeness of all information you provide, for monitoring exception Items and making payment decisions (if required) prior to our established deadline. You agree not to initiate or authorize anyone to transmit entries that are designated to be blocked by this Service.

We may reject any entry that would be returned for any reason under the National Automated Clearing House Association ("NACHA") Rules. The ACH Positive Pay Service does not apply to transactions between you and us, and we may pay entries which you have authorized us to originate against your account (e.g., loan payments), whether or not you have included them in your authorization criteria. We also may pay any entries, reversals or adjustments which we are required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.

You must provide authorization criteria in a manner and form acceptable to us. In your authorization criteria, you may specify a maximum amount (dollars and cents) for authorized entries. Although our software "block" is not designed to affect any paper draft or check, including any remotely created checks or demand drafts, it may cause us to reject Items that are converted to

ACH entries (e.g., point-of-purchase or back office conversion ACH transactions). As such, you should take appropriate steps to ensure that persons making purchases with checks drawn on your designated accounts do not permit their conversion to electronic form.

Identification of ACH Transactions. You acknowledge that ACH transactions are originated according to certain processing rules which require the use of an Originator Name and Originator Identification Number imbedded in the transaction to identify its source, and this imbedded data is a critical component of our ability to monitor for transactions which you desire to block. We shall act in good faith to process your instructions. However, if the identifying information in the transaction is inconsistent or is described inconsistently by you, we shall be held harmless for posting an ACH transaction to your account and any dispute related to such a transaction shall be between you and the Originator of the transaction.

Dispute Over Return of ACH Debit Entry. You acknowledge that the return of an ACH Debit Entry is subject to dispute on the part of the Sender. In the event of such a dispute we must act according to applicable laws, regulations, and NACHA Rules, including any attachments or appendices thereto now in effect, or as may be amended from time to time by NACHA.

Termination. If this Service is terminated for any reason, we will not be obligated to continue monitoring entries against your authorization criteria and will receive and accept or return entries to your account in accordance with our normal procedures.

9. Automatic Account Sweep Service. We offer two types of automatic account sweep services; (1) External Sweep through IntraFi Network Deposits (2) Internal Sweep between accounts at our Bank.

IntraFi Network Deposits. This service named Insured Cash Sweep (ICS) provides Expanded FDIC Insurance by placing your excess deposited funds at institutions that are insured by the FDIC up to the standard maximum deposit insurance amount ("SMDIA") of \$250,000. You can instruct us to transfer funds from either your checking account or a money market account, and we will establish a ("Target Balance") that will trigger the automatic sweep. The Target Balance is subject to our approval and certain minimums.

Internal Sweep. If you select this Service option, you can instruct us to transfer funds between your California Bank of Commerce accounts based on a Target Balance or Scheduled Sweep amount.

10. Transfer/ZBA Service. With this Service, you designate one demand deposit account as the "Master Account" and other accounts as "Subsidiary Accounts." At the end of each Business Day, we will transfer available funds between the Master and Subsidiary Accounts in order to bring their balance to zero or the target balance that you designate, subject to any transaction limitations applicable to your account.

GENERAL PROVISIONS

1. Amendments. We may add to, delete or change the terms of this Agreement, the Service fees, and the User Guides by providing you with prior notice. Your continued use of any Service after the effective date of the change will indicate your agreement to the revised terms and conditions. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

2. Applicable Law. This Agreement shall be construed in accordance with and governed by the law of the State of California. In the event of any conflict between the provisions of this Agreement and any applicable law of regulation, these provisions shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.

3. Assignment. We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

4. Cut-Off Hours and Business Days. Some of our Services are subject to processing Cut-Off Hours. Information on Cut-Off Hours and Business Days can be found in certain User Guides, Service schedules and our Account Agreement. You also can obtain information on Cut-Off Hours by calling us at (844) 265-7622. Instructions received after a Cut-Off Hour or on a non-Business Day may be deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

5. Fees. You agree to pay us the fees we establish for each of the Services (see our related fee schedules for details). In addition to the Service fees, you agree to pay for all taxes, tariffs, fines, penalties and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to

you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

Bank may amend its fee schedule at any time and will provide notification via a written or electronic notice or posting on its website to the Company of such changes in fees and charges. If the Company objects to the changes, the Company may terminate the Services prior to the effective date of the changes.

6. **Financial Statement.** You agree to provide us with a current financial statement and other information regarding your financial condition upon our request.

7. **Indemnification.** Except as otherwise set forth in this Agreement or elsewhere in the related documents, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including without limitation, attorneys' fees) related to or arising out of: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (b) the actions or omissions of you, your agents or employees; (c) any warranty that we or a correspondent bank are required to make to a third party in connection with a Service; or (d) your use or distribution of any equipment or software made available to you through a Service that is inconsistent with the license or sublicense that you receive. This provision shall survive the termination of this Agreement.

8. **Information Processing and Reporting.** We offer a number of Services that require us to receive process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you, your agents or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunications failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

We are not responsible for the manner in which you use any information provided or made available to you through a Service. We are not responsible for any cash management program or financial software used by you. We do not commit to continue to provide information in any particular format or otherwise in a manner that is compatible with any program used by you.

9. **Internet Access and Information Security.** You acknowledge that we do not control the Internet or other information systems operated by third parties and you will not hold us or our agents liable for any failures, acts or omissions of any third-party information system operator, including, but not limited to, unauthorized access to or alteration, theft or destruction of information and data.

We will exercise due care in seeking to preserve the confidentiality of any user number, password, test key or other code or identifier, and to prevent the use of Internet-delivered remote deposit services by unauthorized persons (and in this connection it is understood and agreed that implementation by us of commercially reasonable procedures for maintaining the confidentiality of information relating to our customers, and where practicable obtaining similar undertakings from third parties engaged in the installation, maintenance and operation of a system used to provide the Service, shall constitute our fulfillment of exercising due care), but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you in consequence or by reason of any unauthorized person gaining access to or otherwise making use of the Service. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Service or disclosure of any confidential information or instructions by you, your employees or your agents.

10. **Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability to the extent that it arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control (including, but not limited to, any Internal Security Breaches or the interception, corruption and/or modification of instructions that you send to us); (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or Items due to a transmission error or 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), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in

your account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your account or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our failure to transmit funds in the correct amount or to the correct beneficiary listed in your funds transfer Orders shall not exceed the direct money damages that you incur as a result of the failure (e.g., the amount of a wire transfer that is sent to the wrong party, or the amount by which a transfer exceeds the amount you authorized, plus interest as permitted by law). In all other cases, our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of (i) six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss, or (ii) \$25,000.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within no later than one year after the day the cause of action accrues. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services. You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

11. Notices. You agree to notify us immediately and provide us with reasonably requested supporting documentation if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any Password; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 30 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us in writing within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), which result from your failure to give us such notice or which might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest which results from your failure to give us such notice or which might have been prevented by your giving us such notice.

You agree to provide us with at least 30 days' advance notice of: (a) any material (20% or greater) change in your ownership; (b) any material change in the type, scope or nature of your business; or (c) any anticipated (20% or greater) increase in the amount or volume of your automated clearing house transactions over the preceding calendar quarter (if applicable).

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, e-mail or mailing address shown for you in our deposit or Service records, or by posting the notice at our website. You agree to provide us with advance notice of any change in your address or email address. Notices to us must be sent to California Bank of Commerce, Attn: Treasury Services, 12265 El Camino Real Suite 210, San Diego, CA 92130.

We may monitor telephone conversations and electronic communications for quality and controls purposes in connection with the Services at any time, and without prior notice to you. We usually do not record telephone conversations without notice to you. You agree that we or our agents may contact you at any telephone number you or your agents provide to us, including any cell phone number. You authorize us to send text messages and make prerecorded or autodialed calls to any number(s) you provide. Your service provider may charge you for these calls/messages.

12. Protection of Sensitive Data and Access Controls. You agree to establish safeguards to protect non-public information, including financial information and sensitive non-financial information of consumers. Security policies, procedures and systems established by you must protect:

- The confidentiality and integrity of the protected consumer information.
- Against anticipated threats or hazards to the security or integrity of protected customer information until its destruction.
- Against unauthorized use of protected consumer information that could result in substantial harm to the consumer.

You agree to provide us with copies of documentation relating to the protection of sensitive data and access controls. We reserve the right to revoke Services if proper controls are not in place to protect consumer non-public and financial information as determined by us in our sole discretion.

13. **Records.** Unless a different period is provided in a User Guide, you will retain and provide to us, upon request, all information necessary to remake or reconstruct any transaction, transmission, file, or entry until ten Business Days following receipt by us of the transaction document, tape, file, entry, transmission, or other order affecting an account.

14. **Reliance on Third Parties.** Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through a different party. In such situations, we will have no liability for the delay or unavailability of access. You acknowledge that your rights under this Agreement are solely and exclusively against the Bank; you have no right or recourse against any third-party service provider that we may use in providing our Services. We will not be responsible for any services you receive from third party vendors.

15. **Reserve Account.** We may require that you establish and maintain a reserve account ("Reserve Account") with us to cover your obligations under this Agreement. For our Remote Deposit Capture Service, this includes (without limitation) Service transactions which: (a) the ostensible drawers of Checks claim lack their endorsement or authorization; (b) the drawers of Checks claim are in an amount and/or on terms not authorized by them; and/or (c) are subject to claims of breach of warranty. You grant us a security interest in the Reserve Account for all obligations owing to us under this Agreement and your account agreement. The Reserve Account will only bear interest if it is opened by you and us as an interest-bearing account. You must deposit the amount that we designate in the Reserve Account within five days from our request.

If we determine that your reserves may not be sufficient to cover our risk for potential claims (e.g., based on factors such as the volume and amount of past or current returns/claims, your financial condition, the risk of new product offerings by you, fraud losses, substantial increases in the average number or amount of transactions, and other relevant circumstances), we may increase the amount of the required reserve by providing a notice to you. If you fail or refuse to deposit sufficient reserves promptly upon our request, we may transfer funds to the Reserve Account from the proceeds of your deposits or from your other accounts with us. We may charge any of your accounts, including the Reserve Account, for any loss or claim. Your obligation to us for any loss or claim, and our right to charge your accounts, will not be limited by the balance or existence of any reserve.

Upon the termination of this Agreement, we may require, and you shall promptly deposit, funds in the Reserve Account that we estimate may be needed to cover returns and claims that may arise after termination. This provision shall survive the termination of this Agreement.

16. **Termination.** Either party may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate any Service or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Password is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services; or (f) you fail to comply with any material obligations under this Agreement or any subsequent Service Agreements or Schedules. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination (e.g., the indemnification and record retention requirements).

In the event that the Bank, in its sole discretion, believes that its provision of any Service may create a risk of financial loss for it, the Bank may elect upon notice to the Company, to suspend service. However, if the Company takes such action as may be requested by the Bank to eliminate such risk of financial loss, the Bank shall not suspend the service under a particular schedule, or, if the service has been suspended, shall reinstate that service.

17. **Third Parties.** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

18. **Transaction Limits and Safeguards.** You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You will not allow anyone to initiate transactions on your behalf without proper supervision and

adequate safeguards. You agree to review pending instructions prior to their submission to ensure that they are complete, accurate and properly authorized.

19. Use. You agree that you will not originate entries, or use the Service in any way, that would violate the laws of the United States. You agree to use the Service only for your own internal business purposes. Without limiting the generality of the foregoing, you agree not to make the Service available or allow use of the Service in a computer bureau service business or timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

20. Validity/Waivers. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect. We may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as otherwise set forth in this Agreement or as required by applicable law.

21. Periodic Audits. California Bank of Commerce, at its discretion, reserves the right to perform periodic onsite audits and make reasonable requests for your information in order to validate adherence to the terms of any and all contracted Treasury Management services.