



# **Master Treasury Management Services Agreement**

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## INTRODUCTION

Thank you for choosing United Bank's Treasury Management Services. This Master Treasury Management Services Agreement (the "Agreement"), defines the general terms and conditions under which all Treasury Management Services (the "Services") are provided by United Bank, a state-chartered bank headquartered in Vienna, Virginia. Other documents will become part of our Agreement depending on the Services you select. Please read all documents carefully; they will govern the Services provided to you.

By signing and returning the Treasury Management Master Authorization Form and Certification ("Master Authorization Form"), you agree to the terms and conditions outlined for the Services selected by you, the Customer ("Customer"), in the Designation of Services Form (the "DOS Form"). The Master Authorization Form, the DOS Form, the terms and conditions of any Service (each an "Addendum" and collectively "Addenda"), and any form ("Form"), exhibit ("Exhibit"), or schedule ("Schedule") associated with a Service are hereby incorporated herein and made a part of this Agreement. As used in this Agreement, "you," "your," or "Customer" means Customer. "We," "us," or "Bank" means United Bank. Capitalized terms not otherwise defined in the Agreement are defined in Exhibit A at the end of the Agreement. This Agreement may be updated or amended by us from time to time. By signing the Master Authorization Form, you consent and agree that your Agent(s) may authorize and enroll in any Service and any applicable Form, Exhibit or Schedule electronically, including through the DOS Form.

The General Terms and Conditions described herein apply to all the Services. An Addendum for each Service contains the specific terms and conditions applicable to that Service. Some Services require you to complete additional forms which will be attached to and made part of this Agreement and which provide us with necessary information to establish the Service. The DOS Form, and in some cases additional forms, must be completed by you before using the applicable Service. You may begin using the Service when we have received the necessary forms. By completing the request for the applicable Services designated on the DOS Form and signing the Master Authorization Form or using a Service you are agreeing to be bound by the terms and conditions contained in this Agreement, as amended from time to time, and to follow the procedures of each Service.

This Agreement was updated in March 2018. If you used a Service before this time, you should be aware that certain defined terms may have changed names.

## GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all the Treasury Management Services provided by Bank. These Services currently include, but are not limited to, ACH Origination, ACH Positive Pay, Business eBanking (including Business eBanking Mobile), Daily Investment Sweep Loan, Lockbox, Positive Pay, Remote Deposit Capture, Wire Transfer of Funds and Zero Balance Accounts (individually a "Service," collectively the "Services"). Bank and Customer agree that this Agreement, including any revisions which may be made from time to time by Bank, will also govern all new Treasury Management Services used by Customer in the future. Bank agrees to provide, and Customer agrees to purchase, certain Services provided for and described in this Agreement and agrees to such terms and conditions of this Agreement. Customer agrees as follows:

- 1. Authority, Representations and Warranties.** Customer represents, warrants, and covenants to and with Bank that (i) it is duly organized, validly existing, and in good standing in the state of its organization, (ii) the execution, delivery, and performance of all documents or agreements provided in connection with any service are within its powers, have been duly and validly authorized, and do not contravene its charter, by-laws, or any indenture, agreement, undertaking, law, regulation, or order binding it, (iii) any approval, consent, or authorization of any government authority is necessary for Customer to obtain any service from Bank has been obtained, and (iv) the terms and conditions contained in this agreement are valid and binding obligations of Customer enforceable in accordance with their terms.
- 2. No Consumer Accounts.** Customer acknowledges, represents, warrants, and agrees that all accounts that will be accessed under this Agreement are not accounts established primarily for personal, family or household purposes. Accordingly, the provisions of the EFTA, Regulation E, the consumer provisions of the federal Gramm-Leach-Bliley Act, and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any transactions involving Accounts subject to this Agreement, except to the extent such provisions are expressly set forth herein or are required by law. Bank may terminate this Agreement immediately and without notice to Customer if Bank becomes aware that Customer is using the Services or the Account(s) for personal, family or household purposes or for other purposes subject to EFTA and Regulation E, unless expressly permitted by Bank.
- 3. Designation of Authorized Agents.** Unless otherwise provided in this Agreement, the Persons authorized to initiate or otherwise manage a Service are designated on the Master Authorization Form as Agents. Bank will be entitled to rely on any written notice or other written communication, including but not limited to emails, believed by us in good faith to be genuine and to have been submitted by the Agent or Agents authorized, and any such communication will be deemed to have been signed by such Person. Any changes in the designation of Agents so authorized will be in writing by the delivery of a new Master Authorization Form, and Customer will provide reasonable prior notice of such change to Bank.
- 4. Deposit Account Terms and Conditions.** Customer acknowledges and agrees that Customer's deposit accounts maintained with Bank (individually "Account," collectively "Accounts") are an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreements, including, but not limited to, "Terms and Conditions of Your Account" ("Account Agreement"), governing Accounts in effect from time to time between Customer and Bank. The Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement will control over any inconsistent terms and conditions between this Agreement and the Account Agreement. Customer acknowledges that it has signed and executed all agreements, resolutions, signature cards and forms governing Customer's Accounts required by Bank. If Customer has not signed the foregoing forms required by Bank, by signing the Master Authorization Form, Customer acknowledges that it has read the contents of and agrees to be bound by the terms of those forms, agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any Person(s) who has signed a signature card or any check on Customer's account. Customer also agrees to establish all accounts that must be opened in conjunction with any Service provided by Bank.
- 5. Required Deposit Balance.** Customer agrees to maintain any minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the terms and conditions of the specific Services selected and designated by Customer.
- 6. Available Balance.** Customer acknowledges and agrees that (i) the ledger balance for any Account maintained by Customer at Bank will equal the actual balance in Customer's account at the beginning of a specific Business Day, excluding any holds or pending transactions that have not posted to the account, (ii) the Available Balance for any account maintained by Customer at Bank will equal the amount of funds available for immediate withdrawal or use, as set forth in the definition of "Available Balance" in Exhibit A, (iii) BASED ON THE PRACTICES OF MERCHANTS AND OTHER COUNTERPARTIES, DEBIT CARD TRANSACTIONS CAN APPEAR AND DISAPPEAR IN AN ACCOUNT OVER A PERIOD OF DAYS BEFORE FINALLY CLEARING WHICH CAN IMPACT THE REPORTED

AVAILABLE BALANCE, (iv) CUSTOMER CAN INCUR OVERDRAFT CHARGES BY RELYING ON ANY AVAILABLE BALANCE INFORMATION, (v) account balance information provided online by Bank is not intended as a substitute for proper account maintenance, including the recording of Customer's debits in an account register, and (vi) THE AVAILABLE BALANCE FOR ANY ACCOUNT MAINTAINED BY CUSTOMER AT BANK DOES NOT REFLECT OUTSTANDING CHECKS OR DEBIT ITEMS THAT HAVE NOT BEEN PRESENTED FOR PAYMENT. Customer will be solely responsible for any liabilities, damages, costs or fees incurred by Bank with respect to any actions or omissions of Customer related to Customer's available balance, along with any overdraft fees in effect from time to time. All transfers are subject to a sufficient Available Balance in Customer's Account at the time of the transfer and may be limited by controls used by Bank to manage the risk associated with such transactions.

**7. Account Transfer Limits.** Transfers out of Customer's non-transaction Accounts, including money market deposit accounts ("MMDAs"), are limited to not more than six (6) withdrawals per calendar month or statement cycle of at least four weeks for the purpose of transferring funds to another of Customer's accounts (whether or not linked to a Service), making third party payments by means of preauthorized, automatic, or telephonic transfers, or transfers or withdrawals made by check, debit card, or other similar order made by Customer and payable to third parties. These limits are imposed by federal law. If the limits are exceeded, Bank reserves the right to charge a fee, close the Account, or reclassify the Account as a checking account which may reduce or eliminate the payment of interest on Available Balances.

**8. Services.** Upon Customer's execution of the Master Authorization Form for this Agreement, one or more DOS Forms, and any applicable Addenda, Schedules, Forms, and Exhibits, Bank will perform the Services selected by Customer in accordance with the Service terms and conditions contained herein and the DOS Form governing the selected Service. Any instructions provided by Customer to Bank, which may be communicated within the terms and conditions of the Service, by online screen instructions, Schedules, Forms, Exhibits, or other forms of written notice permitted by this Agreement, are made a part hereof. Some of the Services require Customer to complete and provide to Bank information or documentation in, or as part of, Exhibits, Schedules, Addenda, set-up forms, input forms or other documents required in connection with these Services. Customer's use or continued use of each of such Services will be conditioned on and subject to Customer entering into, or completing and providing to Bank, the foregoing when Bank so requests. Use of a Service under an existing agreement for such treasury management service will constitute affirmation that Customer agrees to and is bound by the terms and conditions of this Agreement and the applicable Service terms and conditions and not the existing agreement. Certain Services included in this Agreement may not be available or may not be provided in certain market areas.

**9. Effective Dates.** The effective date of this Agreement will be the date upon which the Master Authorization Form is executed by Customer and accepted by Bank. Once Customer has signed the Master Authorization Form, Customer may request Bank to provide Services which are provided for in this Agreement. Customer may begin to use any such Service once Bank has approved such use and has received all required, properly executed forms. Bank will have no obligation to deliver or render the Service(s) until Bank has approved such use and received all required, properly executed forms. The effective date of the terms of a Service contemplated in Part II of this Agreement will be the date upon which Bank approves Customer's use of the Service or the date on which Customer uses the Service, whichever comes first.

**10. Data and Information Supplied by Customer.** Customer will transmit or deliver data and other information in the format and on the media as provided for in the Addendum for that Service or as otherwise required by Bank in conjunction with rendering the Service(s) selected by Customer. Customer will have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Customer acknowledges and agrees that Bank will not examine the data for correctness, and Bank will not have any responsibility for detecting errors in the data transmitted by Customer. The data transmitted by Customer must be legible, correct, and complete. Bank will not process, and Bank will not be liable to Customer for failure to process, the data if it is not in the format specified by Bank, if the data is incomplete, or if Customer has not complied with applicable System Security Procedures and Customer Security Responsibilities. Bank will not be liable for errors or omissions caused by data that is rejected as the result of Customer's failure to provide the data in accordance with the standards specified in the Service terms and conditions and the instructions. Customer will deliver or transmit all data or information to Bank by the deadline(s) specified in the applicable Service Addendum, the DOS Form and any Exhibits to either. Bank will have no obligation to process data or perform the Service if the data is not received by Bank by the specified deadline.

**11. Update Notice.** Customer will provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by Bank within five Business Days of the change. Customer will provide any additional information requested by Bank within five days of such request.

## **12. Business eBanking System Security Procedures.**

(a) **Security.** Bank requires the use of various procedures for the purpose of accessing and using Services available through the System. Bank's System Security Procedures fall into three categories: (1) those that are mandatory without exception; (2) those that are required by default but may be rejected by Customer following Customer's signature of an agreement to be bound by any transaction, whether or not authorized, in its name, and accepted by Bank in compliance with the security procedure(s) chosen by Customer and accepted by Bank; and (3) those that are optional.

The term "Administrator" refers to the Person Customer designates to establish and control access to the System and Services accessible thereunder by Users, as defined below. Customer understands and acknowledges that the Administrator is an essential component of Company's security with respect to the System and Services, and as such, is considered a mandatory System Security Procedure. Bank may contact Administrator to verify a User's use of certain Services, including but not limited to Wire Transfers in excess of a Verification Floor as described in Bank's Wire Transfer Service and the resolution of errors and exceptions.

**CUSTOMER UNDERSTANDS THAT THE ADMINISTRATOR HAS THE CAPABILITY OF PROVIDING ADMINISTRATIVE PRIVILEGES IDENTICAL TO THAT OF THE ADMINISTRATOR TO ANY USER (REAL OR FICTIONAL), INCLUDING THE ABILITY TO CREATE AND MAINTAIN SUBSEQUENT USER ACCOUNTS AND ASSIGNING AND REVOKING ACCESS PRIVILEGES. CUSTOMER ACKNOWLEDGES THAT ANY ADMINISTRATOR WILL HAVE THE ABILITY TO CONTROL SECURITY LEVELS SUCH AS SERVICE ACCESS AND SERVICE TRANSACTION LIMITS, INCLUDING BUT NOT LIMITED TO, THE ABILITY TO ASSIGN DOLLAR AMOUNT LIMITS TO TRANSFERS OF FUNDS. A USER, IF SO DESIGNATED BY THE ADMINISTRATOR, MAY ALSO CREATE ADDITIONAL USERS.**

Customer agrees that the Administrator or any User designated to act as such will also have the authority on behalf of Customer to accept and approve any and all Forms, Schedules, Exhibits, and any other documents that may be submitted through or are associated with the System. The Administrator and any User assigned to a Service within the System may execute and/or approve any transaction or request that is not otherwise prohibited by Customer's designated limits of authority for that User.

To enable Customer to access the System, Bank will issue to the Administrator a Company ID, User ID, and Password (hereafter called "Credentials") which will be confidential. Once established, the Administrator may assign User IDs and passwords for Users within a Company ID. Bank may, from time to time, utilize additional methods to verify the identity of Administrators and Users, including out-of-band-authentication techniques and security tokens. When used, such additional methods will also be considered Credentials. Customer agrees to disclose the Credentials only to Persons authorized to access the System and further agrees to establish and maintain procedures to safeguard any Credentials furnished by Bank. Customer agrees to notify Bank at once if it believes any Credentials have been learned by an unauthorized Person. If Bank believes that security has been breached, it may change the Credentials without prior notice. Customer authorizes Bank to consider any access to or use of the Services using the Credentials to be Customer's authorized access or use.

Bank's System Security Procedures require Enhanced Authentication on all Administrator accounts. "Enhanced Authentication" includes, but is not limited to, multi-factor authentication to determine if the access device being used has been previously associated with that Administrator, out-of-band authentication requiring the Administrator to input information received through another device (typically a mobile phone), and the receipt of alerts via a delivery mechanism when administrative functions have been initiated and/or approved. Bank may deny access to the Services by any Administrator that does not fulfill the requirements of Enhanced Authentication by providing supplemental identity verification.

A User's Credentials identify that User as an individual who is authorized to utilize Services to conduct transactions with one or more Accounts and validates the directions given. By using the Credentials to gain access to the Services, User is directing Bank on Customer's behalf, and Customer authorizes Bank to follow those directions. All electronic communications that are authenticated and validated by Bank will be deemed to be valid and given the same effect as written and signed paper communications from Customer. Customer is bound by instructions, whether authorized or unauthorized, which Bank implements in compliance with the System Security Procedures, unless Customer has given Bank prior notice of possible unauthorized use of Customer's Credentials and Bank has had a reasonable opportunity to act on such notice.

The term "Dual Control" refers to the segregation of duties such that one individual may initiate a transaction while a second individual may verify, approve, and/or release it. Dual Control is a required System Security Procedure for both the ACH and Wire Transfer Services. In the event Customer is not willing or able to designate two or more Users and segregate functions for security purposes, Bank will be relieved of responsibility for any unauthorized or inappropriate access to Customer's Account(s) through the completion of Bank's Waiver of Dual Control Form. For administrative functions, Dual Control is an optional System Security Procedure that reduces the potential for internal fraud and external compromise from malicious software, especially if the individuals performing the administrative function(s) in question use different access devices.

When a security token device is used as part of the Credentials, Customer agrees to establish and implement physical, technical and administrative measures to prevent unauthorized use of such tokens. Losses that arise from unauthorized access to the System because of improper safekeeping of tokens are the responsibility of Customer. Customer agrees to notify Bank immediately if any tokens should be lost or placed in the custody of an unauthorized Person. Customer agrees to educate its Administrators and Users in appropriate security procedures including, but not limited to, signing off the System when they are not using it; the risks associated with opening email and/or attachments, especially those from unknown sources; and the risks associated with clicking on or opening pop-ups and web links.

Customer agrees to maintain appropriate technological safeguards including, but not limited to, strong web content filtering and scanning, firewalls, and anti-virus, anti-spam, and anti-spyware systems. Customer acknowledges that it is Customer's responsibility to keep hardware and software systems up-to-date, including the most current security patches. Customer acknowledges and agrees that Bank's System Security Procedures and controls are commercially reasonable based on the size and complexity of Customer's business and are appropriate for Customer's Accounts. Customer further acknowledges and agrees that System Security Procedures and controls may change from time to time. If Customer, at any time, believes that security is insufficient or not commercially reasonable, Customer agrees to notify Bank immediately.

(b) Compliance with System Security Procedures. Customer agrees to comply with the System Security Procedures and any other procedures Bank directs it to use. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Customer believes that any System Security Procedures or Credentials have been stolen, compromised, or otherwise become known to Persons other than Customer or its authorized representative(s) or if Customer believes that any transaction or activity is unauthorized or in error. Customer authorizes Bank to follow any and all instructions entered and transactions initiated using applicable System Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the System Security Procedures or any Credentials have been stolen, compromised, or otherwise become known to Persons other than Customer or its representative(s) and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction or instructions using applicable System Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by Customer of authorized Persons or signature requirements identified on any signature card or other documents relating to this Agreement or Customer's Accounts maintained with Bank, and Customer agrees and intends that the submission of transactions and instructions using the System Security Procedures will be considered the same as Customer's authorized written signature in authorizing Bank to execute such transaction or instruction. Customer will be bound by any and all transactions initiated through the use of such System Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Customer, to the fullest extent allowed by law. Customer acknowledges and agrees that the System Security Procedures are not designed to detect error in the transmission or content of communications or transactions initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such error. Customer warrants that no individual will be allowed to access Information Sources or create/transmit payment instructions or other orders to Bank in the absence of proper supervision and safeguards.

(c) Confidentiality of System Security Procedures. Customer agrees to keep all System Security Procedures and Credentials protected, secure, and strictly confidential and to provide or make available the same only to Customer's User(s). Customer agrees not to disclose or provide any System Security Procedures or Credentials to any unauthorized Person. Customer also agrees that Users will not share Credentials with each other. Where Customer has the ability to change or modify a System Security Procedure from time to time (e.g., a password or User Name), Customer agrees to change Credentials frequently in order to ensure the security of the Credentials. In the event of any actual or threatened breach of security, Bank may issue new Credentials or establish new System Security Procedures as soon as reasonably practicable, but Bank will not be liable to Customer or any third party for any delay in taking such actions. Customer agrees to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by Customer's, its employees' or its agents' failure to keep the System Security Procedures or Credentials confidential and secure.

(d) Change or Revocation of Authority. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank if the authority of any User(s) will change or be revoked. Customer will recover and return to Bank any Credentials in the possession of any of Customer's authorized representative(s) whose authority to have the Credentials has been revoked.

(e) **Modification of System Security Procedures.** Bank reserves the right to modify, amend, supplement, or cancel any or all System Security Procedures or to cancel or replace any Credentials, at any time and from time to time in Bank's discretion. Bank will give Customer reasonable notice of any change in System Security Procedures; provided that Bank may make any change in System Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed System Security Procedures will constitute Customer's agreement to the change and Customer's agreement that the applicable System Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

### 13. Customer Security Responsibilities.

(a) **General Security Measures.** Customer agrees to implement reasonable security measures to assure that only Customer's authorized employees have the ability to transmit information and instruction to Bank for the purposes of any Service. Bank strongly recommends that Customer adopts an internal, dual control environment in connection with each Service. If Customer chooses not to do so, Customer agrees to adopt a standard greater than ordinary care with respect to Customer accounts, employee supervision, internal controls, and review of statements and other transaction information.

(b) **Protection of Information Sources.** Customer will be solely responsible for preventing and safeguarding against unauthorized transmissions and unauthorized access to the following, all of which are referred to collectively as "Information Sources": (i) Original Checks; (ii) Check Images; and (3) Customer information, systems, connections and equipment that interface with, connect to or allow access to Bank, its information, systems and equipment, including but not limited to instructions, codes, passwords, procedures, including security-related procedures or any passwords, codes or PINs used in transmitting the Check Images, ACH Entries, Wire Transfers or other sensitive information. Customer will establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to the Information Sources. Such practices, techniques and procedures will be no less than the security-related requirements set forth in any applicable laws, regulations, regulatory guidelines and rules. Customer will take appropriate security measures to ensure that: (a) only authorized Personnel will have access to Information Sources, and (b) that the information obtained from Information Sources is not disclosed to third parties.

(c) **Notice.** Customer will notify Bank immediately, followed by written confirmation, if Customer has reason to believe or suspects there has been any unauthorized access to the Information Sources or unauthorized transmissions.

(d) **Security.** Customer is solely responsible for providing for and maintaining the physical electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Bank is not responsible for any computer viruses (including, but not limited to, programs commonly referred to as "malware," "keystroke loggers," or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems or accessed through an Internet connection.

(e) **Internet and E-Mail Security.** Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, but not limited to, frauds commonly referred to as "phishing," "pharming," and "business e-mail compromise"). Customer agrees to educate Administrator(s), User(s), Agents, employees and contractors retained by Customer as to the risks of such fraud and to train such Persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Credentials, or any sensitive or confidential information unless Bank uses its Secured E-Mail service. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its User(s), Agents, employees or contractors will respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.

(f) **Breaches.** In the event that System Security Procedures or general security measures are compromised in a way that results in unauthorized access to Information Sources, the creation or approval of unauthorized transactions, or the creation or approval of unauthorized changes in the System (a "Breach"), Customer agrees to assist Bank in determining the manner and source of the Breach. Such assistance will include, but will not be limited to, providing Bank or Bank's agents access to Customer's hard drive(s), storage media and devices, systems and any other equipment or device(s) reasonably believed to have been used in the Breach. Customer further agrees to provide to Bank any analysis of such equipment, devices, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank will be an admission by Customer that the Breach was caused by a Person who obtained access to Customer's facilities or who obtained information facilitating the breach of the System Security Procedures or general security measures from Customer and not from a source controlled by Bank.

**14. Electronic Communications.** Customer may elect to send or receive instructions or reports from Bank related to Services via electronic means, including, but not limited to, facsimile transmission, voice mail, unsecured e-mail, text messages, or other telephonic methods ("Electronic Transmission"). Customer acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay, and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by Customer. Should Customer elect to send or receive Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank will not be liable for any loss that results from the non-receipt, disclosure, or alteration of any such Electronic Transmission.

### 15. Hardware and Software.

(a) **Hardware and Software.** The hardware/software required to access the System is posted on Bank's Website and may be changed from time to time. Customer is responsible for obtaining/providing all required hardware, software, and Internet connectivity needed to access Services. Token devices are property of Bank and must be returned upon termination of this Agreement or any token-related Service. Customer is responsible for a lost token replacement fee of \$50.00. Customer will, at its sole cost and expense, use computer hardware and software that meet all technical requirements for the proper delivery of the Service and that fulfill Customer's

obligation to obtain and maintain secure access to the Internet. Customer understands and agrees it may also incur, and will pay, any and all expenses related to the use of the Services, including, but not limited to, telephone service or Internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Services. Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Services and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance will be rendered by properly trained personnel, whether they are employees of Customer or third party employees. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware or software. In addition to installing antivirus software, Customer hereby agrees to scan its computer hardware and software on a regular basis (one or more times per month) using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the Services, Customer will only use the hardware with systems in compliance with the requirements set forth by Bank.

(b) **Service Software.** All right, title and interest in and to (i) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (i), collectively, "Software"), and (ii) any and all users guides, instructions and other documentation provided to, or used by, Customer in connection with the Services (everything in this clause (ii) collectively, the "Documentation") will be, and remain, the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, Customer may not (x) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (y) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, or commercially exploit the Documentation.

(c) **Intellectual Property.** Customer agrees not to: (i) put to issue the scope, validity, or ownership of Bank's (or its licensors') intellectual property rights in any proprietary data or service, (ii) perform any act which could reasonably be expected to impair the scope, validity, or ownership of such intellectual property rights, (iii) assert any ownership rights to any Software, Documentation or Service, or (iv) remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols, or labels appearing on or in any Software, Documentation, or Service.

(d) **Infringement Claims.** Customer agrees to: (i) cooperate with Bank and its licensors to protect the Software, Documentation, and Services, including in connection with any lawsuits or disputes involving the Software, Documentation and Services, (ii) promptly notify Bank and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Software, Documentation, or Service, and (iii) in the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the Software, Documentation, or Service by others: (x) grant to Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (y) agree that such licensors will be solely entitled to any proceeds of any such proceeding, including, but not limited to, any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

(e) **Assignment.** Customer hereby assigns to Bank or its licensors, as directed by Bank, any rights, including any patent, copyright, trademarks, and trade secrets, which it may now have or may acquire at any time in the future to any Software, Documentation, or Service.

**16. Internet Disclaimer.** For any Service described herein using the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event will Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Customer's ability to connect to the Internet, or Bank's ability to connect to the Internet on Customer's behalf.

**17. Service Limits.** Customer agrees that Bank may establish limits or restrictions on Services provided in this Agreement and that Bank may establish and amend those limits. The limits or restrictions may apply to transaction amounts, types of accounts that are eligible for the Service, the frequency of the transactions or any other limits or restrictions that Bank deems necessary. Customer agrees to abide by and honor the limits or restrictions established by Bank. Customer also agrees that Bank will have no liability to Customer for refusal to process any transaction or to act on any request by Customer that exceeds any limit or restriction. Bank will have the right in its sole discretion to change any limit established by Bank. Customer and Bank may from time to time and in Bank's sole discretion, agree to temporary increases for ACH, Remote Deposit Capture or Wire Transfer Services, but such approvals will not constitute a waiver and will not be construed as a promise or guarantee that temporary increases will be granted in the future.

**18. Financial Information and Audit.** Bank may from time to time request information from Customer in order to evaluate the initiation or continuation of a Service or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement and the Services. Customer agrees to submit to reasonable background checks and provide any other information to Bank that is applicable to any Service and that is necessary for Bank to comply with applicable laws and regulations and Bank's internal policies and procedures. Bank may, in its discretion, upon providing reasonable advance notice to Customer, conduct an off-site or on-site review of Customer's operations to ensure compliance with the provisions of any Service. Such review may include but is not limited to a review of the physical area in which Customer creates Check Images, Customer's security procedures, Customer's storage and destruction of Original Checks and Customer's business activities. Without limiting the foregoing, Customer agrees to provide Bank with all information that the Bank Secrecy Act and any other applicable law or regulation that Bank, in its sole discretion, believes it should obtain. If Customer fails to provide Bank with all the information required by law and the provisions of this paragraph, Customer agrees that Bank is not obligated to provide any Service and will not incur any liability for such action or omission. Customer will cooperate fully in providing any information or fulfilling any requests of Bank pursuant to the Services.

## **19. Notices, Changes, and Amendments.**

(a) **Notices and Changes.** Notices and communications from Bank to Customer regarding any Service or any change to this Agreement may be oral, in written form sent via courier, postage prepaid by first class mail, or hand-delivered, or may be delivered electronically, by facsimile or e-mail, or via the Website. Bank's Notice to any Agent, signer on any Account, Administrator, Customer Authorized Representative, or User is notice to Customer. Bank may amend this Agreement by replacing it in its entirety with a new agreement. Unless applicable law provides otherwise, Bank may at any time, with or without notice, amend Bank's fees (sometimes referred to as the "Fee Schedule"). If Bank so elects, fee changes may be implemented concurrently with the requested changes or modifications. Customer will be

deemed to have received electronic notices one (1) day after Bank posts them at the Website or transmits them, or notice of the availability thereof at the Website, to Customer's e-mail address, or three (3) days after deposit in the U.S. Mail, as applicable, whether or not Customer has retrieved them by that time. Customer agrees to frequently and regularly retrieve e-mail and review posted messages and information at the Website. Bank reserves the right at any time, in its discretion, to mail to Customer's address that appears in Bank's records, or otherwise transmit to Customer pursuant to any other method to which Customer has agreed in connection with Customer's account(s) with Bank, paper copies of any information, disclosures or notices relating to the Services in lieu of or in addition to electronic versions. Customer may choose to accept or decline changes by continuing or discontinuing the Services to which these changes relate. Customer's use of any Service after any change is delivered in any of the ways detailed above constitutes acceptance of the change in this Agreement. Customer agrees to notify Bank of any changes to its mailing or e-mail address. If Customer does not notify Bank, Customer will hold Bank harmless from any consequences, including financial loss, resulting from Customer's failure to notify Bank of the change in Customer's mailing or e-mail address. Bank may change, add, or delete any procedures established pursuant to this Agreement, from time to time. Such changes will automatically become effective immediately. If Customer rejects any such change in writing, then the affected Service will automatically terminate.

(b) E-Mail Notice. Customer agrees not to send account information, transaction information, or other confidential information via unsecured or unencrypted e-mail. If Customer e-mails Bank or asks Bank to reply via e-mail, Customer agrees to hold Bank harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of Customer's information resulting from e-mail. If Customer sends Bank an e-mail, it will be deemed to have been received on the following Business Day. Bank will have reasonable time to act on any e-mail. Bank is not required to act on any e-mail received, and Bank is not responsible for misdirected or lost e-mails.

(c) How to Contact Bank. Any communication regarding the Services, including the reporting of lost/stolen/compromised Credentials or an unauthorized transaction, should be made to the address and/or phone numbers shown below. Because time is of the essence when responding to lost/stolen/compromised Credentials or an unauthorized transaction, Customer must contact Bank via phone immediately to report such an event.

Bank's contact instructions may be changed upon notice to Customer in writing. Bank will endeavor to provide notice to Customer at least thirty (30) days in advance of any change but reserves the right to make changes on shorter notice when necessary.

United Bank  
United Bank Treasury Management  
14048 Parkeast Circle, Suite 100  
Chantilly, VA 20151  
800.615.0112  
[treasurymanagement@bankwithunited.com](mailto:treasurymanagement@bankwithunited.com)

(d) Changes by Customer. Any change to a Service, including its addition or deletion, must be made via a DOS Form signed by an Agent and accompanied by any Addendum, Schedules, Forms, and/or Exhibits as may be reasonably required by Bank and will not be effective until such time as it is received and accepted by Bank and Bank has had a reasonable opportunity to act on it. Any other modification or amendments by Customer to this Agreement will be in writing and signed by Customer and will be effective when expressly accepted by Bank.

(e) Amendment Caused by Changes to Law. In the event performance of any Service provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulations or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank will incur no liability to Customer as a result of such violation or amendment.

(f) Course of Dealings. Any practices or course of dealings between Bank and Customer, or any procedures or operational alternatives used by them, will not constitute a modification of this Agreement, nor will they be construed as an amendment to this Agreement.

**20. Statements.** All transactions which result in a debit or credit to the Account initiated by Customer using the Services will be reflected on Customer's regular account statements electronically delivered or made available to Customer, or mailed to Customer at the address in Bank's records. Customer will notify Bank, within thirty (30) days after account statements are made available to Customer, of any discrepancies between the account statements and Customer's records of transactions initiated through the Services. Failure of Customer (i) to notify Bank within said time period of any such discrepancies, or (ii) to notify Bank of Customer's non-receipt of Customer's regular account statements within a reasonable time not to exceed sixty (60) days from the date of the statement, will preclude Customer from asserting any claims for damages or other liabilities against Bank by reason of such discrepancies. Should Customer timely notify Bank of a discrepancy, compensation, if any, for the loss of interest or use of funds due Customer as a result of a Bank's error or Bank's failure to execute a transfer order on the date received (if such order was received prior to Bank's deadline and was submitted to Bank's satisfaction within the System Security Procedures and Customer Security Responsibilities) and when such execution or error was within Bank's control, will be for a period not exceeding the lesser of thirty (30) days or the period between the date of the order and the date of actual transfer or error correction, and will be either of the following forms at the option of Bank: (a) adjust Customer's account balance(s) at Bank to properly reflect the average balances that would have occurred; or (b) reimburse Customer an amount equal to interest at a rate not exceeding the four (4) week average of the 91-day United States Treasury Bill Rate computed on a daily basis for the period and amount involved. In any event, Bank will not be liable for payment of damages arising out of, or in connection with, any Entry, payment order, wire transfer, or any other transfer after one year from the date of such transfer.

**21. Checks and Other MICR Documents.** Checks and other MICR documents must meet the standards and specifications selected by Bank which shall be based on national standards promulgated by Accredited Standards Committee X9 ("ASC X9"). Should Customer select its own vendor for checks or other MICR documents, Customer may be required to submit sample documents to Bank for testing before the Service is rendered. If Customer encodes the amount or other information on checks, deposits or other items in magnetic ink, Customer warrants that the information encoded is accurate and correct. In the event that the information is not encoded correctly, Bank will have no liability for any loss, claim, action, or expenses, including reasonable attorneys' fees, arising out of such error. Without regard to the method by which MICR documents were created or the source of the supplied used, the reject rate of the MICR items will not exceed the rate established by Bank. If the reject rate of Customer's MICR documents exceeds Bank's established reject rate, Customer agrees that Bank may, at its option, introduce an additional cost for processing or discontinue rendering the affected Service.

**22. Remotely Created Checks.** If Customer uses a Service wherein Customer creates or deposits a Remotely Created Check, as that term is defined in Regulation CC, Customer warrants to Bank that the Person on whose account the Remotely Created Check is drawn authorized the issuance of the Remotely Created Check in the amount stated on the check and to the payee stated on the check. Customer further warrants and represents that any use of a Remotely Created Check is in full compliance with the Federal Trade Commission's Telemarketing Sales Rule (16 CFR 310), as applicable.

**23. Payment for Services.** Customer will pay Bank for the Services provided pursuant to the Fee Schedule or other pricing information provided by Bank from time to time. Customer will maintain with Bank one or more Accounts and will maintain sufficient Available Balance in such Account(s) to support any transaction initiated under the Services and to cover any fees Customer is obligated to pay under this Agreement. Bank may, at its option, include fees arising from this Agreement in an analysis statement of Customer's account relationship ("Account Analysis"), bill Customer, or debit Customer's Account(s) for the Services rendered. Bank may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting any account of Customer at Bank. If at any time there is not a sufficient Available Balance in an Account to cover all outstanding transactions and other payment obligations of Customer under this Agreement, Customer agrees to immediately pay Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. All other account agreements, including but not limited to the Account Agreement, and all fees and charges relating to Accounts remain applicable to the Account(s), and Bank's remedies set forth in those agreements are cumulative. In addition to the Service fees, Customer agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service(s), this Agreement, or the software or equipment made available to Customer (excluding any income tax payable by Bank). Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

**24. Security Interest/Right of Set-Off.** To secure the payment and performance of Customer's obligations set forth herein, Customer grants to Bank a security interest in and pledges and assigns to Bank all of Customer's beneficial right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Customer (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of Customer to Bank under this Agreement or any other obligation of Customer to Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above. Customer hereby acknowledges and agrees that Bank will have a right of setoff and may offset and charge against any and all of Customer's account(s) with Bank, any liability, obligation, or indebtedness of Customer to Bank, including, but not limited to, any line of credit, loan, or other extension of credit made by Bank to Customer and the amount of any fees, returns, refunds, and other charges owed by Customer to Bank.

**25. No Obligation to Lend Money.** Nothing in this Agreement will be deemed to constitute a credit facility of any kind or nature whatsoever in favor of Customer even if the Services rendered are in conjunction with a line of credit or even if the Service terms and conditions make reference to a line of credit. Customer acknowledges that this Agreement does not create any right to borrow funds from Bank and that Bank has no obligation to lend funds to Customer in providing the Services that are the subject of this Agreement. In the event that Bank will perform a Service for Customer that creates an overdraft on Customer's Account(s), such action(s) by Bank will not establish a course of dealing or conduct between the parties that would require Bank to perform any subsequent Service which would also create an overdraft.

**26. Stop Payment Orders.** Unless otherwise specified in the Service terms and conditions, any stop payment order which Customer wishes to place on a check drawn on an Account that is the subject of a Service or is otherwise related to a Service will be placed in accordance with Bank's normal stop payment procedures for other accounts in effect at that time.

**27. Bank Shall Not Examine Items.** Except as otherwise specifically provided in this Agreement, Customer acknowledges and agrees that Bank will not examine checks, drafts and other items issued by Customer or payable to Customer and received by Bank and processed in conjunction with a Service rendered by Bank. Therefore, legends and other instructions placed on items by Customer or other parties, such as, but not limited to, "not valid over \$500," "void after 90 days," "full accord and satisfaction," will not be discovered by Bank, will not be binding on Bank and will not be enforceable against Bank. Likewise, Bank may not discover alterations, postdated checks, stale dated checks, number of required signatures on checks, or discrepancies between the amount of the check or item as written in numbers and words, or other irregularities on the face of the check or item. Customer further acknowledges and agrees that Bank will not be liable to Customer for any loss that Customer may suffer as the result of Bank's processing items containing such legends, instructions, irregularities or signature requirements.

**28. Confidential Information.** Except (a) as necessary for Bank to comply with applicable Laws, including but not limited to the USA PATRIOT Act of 2001 and the regulations promulgated thereunder, (b) as necessary to complete any transactions contemplated by this Agreement, (c) as necessary to verify the existence of Customer's account to a third party to whom Bank, in its sole discretion, deems such disclosure is required, (d) as set forth below or with the prior consent of Customer in writing, Bank will maintain the confidentiality of the Confidential Information at all times, and will not, directly or indirectly, use any Confidential Information for its own benefit or for the benefit of any other Person or reveal or disclose any Confidential Information to any Person. "Confidential Information" means any information concerning the businesses or affairs of Customer that Customer provides to Bank, whether in verbal, written, graphic, electronic or any other form, but excludes any information provided by Customer to Bank on a non-confidential basis, any information that becomes generally available to the public other than as a result of a disclosure by Bank or any information that was lawfully in Bank's possession before receiving such information from Customer. In the event that Bank or any of its representatives are requested or required by subpoena or other legal proceedings or process (including, without limitation, any deposition, interrogatory or civil or regulatory action or inquiry) to disclose any of the Confidential Information, Bank may disclose that portion of the Confidential Information that it is legally required to disclose. Confidential Information may be disclosed to Bank's and its parent's regulatory supervisory agencies and authorities and to Banks' auditors and legal counsel.

## **29. Bank Liability.**

(a) **General.** Customer agrees that Bank's responsibility to Customer will be limited to the exercise of ordinary care. Bank will not be responsible for delays or failures in performance caused by events beyond Bank's reasonable control or by periods of unavailability of the System due to unexpected failure of any system. If Bank substantially complies with the procedures in this Agreement, in the DOS Form, and in the applicable Schedules, Forms, or Exhibits, Bank will be considered to have exercised ordinary care. Customer and Bank agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. CUSTOMER EXPRESSLY AGREES THAT IN NO EVENT WILL THE BANK PARTIES (AS DEFINED BELOW) BE LIABLE FOR LOST PROFITS OR FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, OR INCIDENTAL LOSSES OR DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES CONTEMPLATED BY THIS AGREEMENT EVEN IF BANK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF ANY SERVICES VIA THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. BANK EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH ANY BANK SYSTEM OR THE INTERNET OR ACTIONS TAKEN ON THE INTERNET, AND BANK EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. BANK IS NOT RESPONSIBLE FOR ANY OVERDRAFTS BY

CUSTOMER OR FOR ANY ACTIONS OR OMISSIONS OF CUSTOMER THAT RESULT FROM OR ARISE OUT OF ANY DIFFERENCE IN THE AVAILABLE BALANCE AND CURRENT BALANCE OF ANY CUSTOMER ACCOUNT MAINTAINED WITH BANK.

In the performance of the Services, Bank will be entitled to rely solely on the information, representations, covenants, agreements and warranties provided by Customer pursuant to this Agreement and will not be responsible for the accuracy or completeness thereof.

Bank's liability for loss of interest as allowed under this Agreement will be calculated in accordance with the applicable provisions contained herein. Customer will promptly furnish to Bank written proof of any loss attributable to a Service and will provide all reasonable assistance to Bank to minimize and/or recover any loss which may have been incurred. For ACH Services only, Bank's liability for loss of interest resulting from its error or delay will be calculated in accordance with the method prescribed by the NACHA Rules. If Customer is reimbursed for any loss by Bank, Bank will be subrogated to all rights of Customer related thereto. Notwithstanding the provisions set forth above, any liability of Bank for a transfer incorrectly made will be limited to the amount of such transfer which is not recovered within a reasonable period of time. Customer agrees that Bank, its officers, employees, agents, affiliates, attorneys, and contractors (collectively, the "Bank Parties") will not be liable for the quality of performance or lack of performance of any computer software or hardware supplied by Bank to Customer. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

Bank will not be liable for: (i) the failure of Customer to maintain its security, (ii) Customer's acts or omissions (including, but not limited to, the amount, accuracy, timeliness of transmittal, or due authorization of any entry received from Customer), (iii) nonperformance, malfunction, or incompatibility of Customer's hardware or software, or the malfunction of the information reporting system beyond Bank's reasonable control, (iv) any cause except the gross negligence or willful misconduct of Bank's employees, (v) acts and omissions of transferee institutions and their personnel, or (vi) any and all claims or damages resulting from, or related to, any computer virus, unauthorized intrusion or related problems that may be associated with using electronic mail, the Internet, or Customer's equipment. Customer may request Bank to provide deposit reporting services based on information provided by Customer. In addition, Customer acknowledges that Bank system information regarding deposit balances may not include pending transactions, including deposits, withdrawals, and returns, which will determine the actual balance at any given time.

Bank will have no liability or responsibility to Customer with regard to any other matter, including, but not limited to, its failure to honor a transaction if the Account has insufficient Available Balance, any act or omission by any clearinghouse operator, whether check or electronic, and any other financial institution, and any communications and/or payment network operated by or for financial institutions, including but not limited to, the Board of Governors of the Federal Reserve, NACHA, and the Society for Worldwide Interbank Financial Telecommunications ("SWIFT"). Bank will not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by Customer or third parties and their personnel; criminal acts; or generally any cause reasonably beyond Bank's control.

(b) Survival; No Third Party Beneficiary. This section will survive the termination of this Agreement and any Schedules, Forms, and Exhibits. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST BANK UNDER THIS AGREEMENT.

(c) Third Party Claims. If Bank receives an adverse claim from any third party against any Account, and Bank reasonably believes that it will not be protected if the claim is ignored or that Bank has a legal obligation to comply with the claim, Customer agrees Bank may, in its discretion, comply with the claim by making payment from the affected Account, place a hold on the affected Account or move the disputed funds to a holding account. Any hold or use of a holding account will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Bank will have no liability for dishonored transactions which result from such action, and Customer agrees to reimburse Bank for all costs, including attorney fees, incurred due to such adverse claim.

**30. Customer Compliance and Liability.** Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the NACHA Rules and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions will be incorporated herein by reference. Customer may utilize a courier, armored or otherwise, to deliver or receive banking transactions, and in so doing, agrees at all times and in all respects that the (a) courier is the agent of Customer and not of Bank, (b) Bank makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by courier, and (c) Customer assumes all risk of loss (including loss or theft by third parties or employees of Customer or courier) prior to Bank's acceptance of deliveries from courier and subsequent to courier's acceptance of deliveries from Bank. Customer agrees it and courier will be responsible for all loss recovery procedures and processes, although Bank will undertake reasonable efforts to facilitate loss recovery.

**31. Indemnification.** CUSTOMER WILL INDEMNIFY AND HOLD BANK HARMLESS FROM ANY CLAIM, LOSS, PENALTY, ASSESSMENT, COST OR DAMAGE, WHETHER IN CONTRACT OR IN TORT (INCLUDING REASONABLE ATTORNEYS' FEES), AND ARISING OUT OF ANY ERRORS, NEGLIGENCE, ACTION, NON-ACTION, OR INVOLVEMENT BY CUSTOMER OR BANK PARTIES, OR THEIR RESPECTIVE OFFICERS (INCLUDING INDIVIDUALS PORTRAYING THEMSELVES AS OFFICERS), EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS, AND ATTORNEYS, UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THOSE ASSERTED BY THIRD PARTIES FOR REIMBURSEMENT OR DAMAGES, THOSE RESULTING FROM A BREACH OR NONCOMPLIANCE OF SUCH RULES, REGULATIONS, OR OPERATING PROCEDURES BY CUSTOMER, THOSE RESULTING FROM THE DELAY OF ANY CLEARINGHOUSE OR ANY FINANCIAL INSTITUTION OTHER THAN BANK IN CREDITING, OR THE FAILURE OF SUCH INSTITUTION TO CREDIT THE AMOUNT OF ANY TRANSACTION, AND THOSE WHICH ARISE OUT OF OR UNDER EFTA, ANY APPLICABLE STATE ELECTRONIC FUND TRANSFER RULES OR REGULATIONS, THE NACHA RULES, OR ANY RULES OR GUIDELINES OF ANY AUTOMATED CLEARINGHOUSE, except that such indemnification by Customer of Bank Parties will not apply to those losses caused solely by Bank's gross negligence or willful misconduct. Customer agrees to hold Bank Parties harmless from any and all losses, costs, suits, expenses, liabilities, damages, and attorneys' fees arising from or related to Bank Parties acting in good faith in accordance with instructions or information if Bank has followed the procedures as contained in this Agreement, and Customer further agrees that Bank assumes no responsibility beyond its duty to exercise ordinary care. Customer will indemnify Bank for any loss or liability from the breach of any of the warranties of an originating bank caused by

Customer for any entries initiated by Customer. Customer agrees to hold Bank Parties harmless for all damages resulting from Customer's failure to follow all of its or Bank's Security Procedures and the terms of this Agreement.

**32. Information Sharing; Transactions with Customer Affiliates.**

(a) Bank and Affiliates of Bank. Customer agrees Bank may share information with affiliates about Accounts or Services for regulatory compliance, credit decision-making, marketing products and services, administrative and other banking purposes.

(b) Affiliates of Customer. In the event Customer requests Bank to provide Services to a parent of Customer, subsidiary, affiliate, or other commonly owned entities, Customer agrees it will be jointly and severally liable for such Customer's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, but not limited to, the holder of each Account, and that Customer has obtained and will maintain in its regular business records and make available to Bank upon reasonable demand, for a period of ten years after termination of the Service, adequate documentary evidence of such authorization from the holder of each Account, executed by the an individual or individuals duly authorized in accordance with the Account Agreement, and further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw or board resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained in this Agreement will be continuing and will be deemed to be repeated upon Bank's performing each transfer and commingling of funds authorized hereunder.

**33. Prohibited Transactions.** Customer agrees not to use or attempt to use any Service: (a) to engage in any illegal purpose or activity or to violate any applicable Law, (b) to breach any contract or agreement by which Customer is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) engage in any activity or business that would result in Customer being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of any Service for transactions and activity that is impermissible or prohibited under the terms of this Agreement, NACHA Rules or applicable Laws; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement, NACHA Rules or applicable Laws.

**34. Relationship of Parties.** Customer and Bank acknowledge and agree that the relationship of Bank and Customer is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

**35. Reimbursement by Bank.** Any reimbursement by Bank for any liability hereunder may be made either directly to Customer or by adjustment of the aggregate ledger and collected balances of Customer's Accounts.

**36. Term and Termination.**

(a) Term and Termination. This Agreement will continue in full force and effect until all of the Services have been terminated. Any of the Services may be terminated at any time by either party upon written notice to the other party. Only the Service(s) specified in such notice will be terminated, and no other of the Services will be affected. All provisions relating to indemnification, limitations of liability, and confidential information will survive termination. Even if this Agreement or any or all of the Services are terminated under this subsection, this Agreement will continue in full force and effect as to all transactions that Bank began processing before such termination. Bank may terminate this Agreement or Customer's access to and its ability to transact any or all Services at any time, effective immediately upon Bank's decision. Bank will use reasonable efforts to give notice of the termination to Customer promptly, and will then provide written confirmation of the termination if the initial notice of termination was not communicated in writing. Bank may require execution of additional documents or agreements to continue to transact business using any particular Service. Upon termination of this Agreement, Customer will return any hardware provided by Bank, including but not limited to, scanners and token device(s), to Bank and pay any sums due to Bank under this Agreement, including any accrued fees, payments in process, or other charges. Customer will reimburse Bank for the repair or replacement, at Bank's sole discretion, of any hardware, including but not limited to token device(s) not returned in accordance with this Agreement.

(b) Termination by Customer. If Customer terminates this Agreement or any Service, such termination will not be effective until it is actually received and acknowledged by Bank. Since the Service cancellation request can take several days to process, Customer should cancel all outstanding payment or transfer orders or other pending transactions, in addition to notifying Bank of its desire to terminate the Service. Bank will not be liable for payments, transfers, or other transactions not cancelled or payments, transfers, or transactions made due to the lack of proper notification by Customer of the Service termination or discontinuance for any reason.

(c) Termination of Licenses; Software. Upon termination of any or all of the Services under this Agreement, all computer software licenses, if any, granted by Bank to Customer with respect to those terminated Services will automatically terminate. Customer will immediately return to Bank the original and all copies made of all computer software programs licensed by Bank to Customer and all other documentation or materials provided to Customer by Bank in connection with the terminated Service(s). All sums or fees Customer owes to Bank for any Service will be due and payable in full immediately upon the termination of the Service. Customer agrees that Bank has a proprietary interest in such software, as well as any records, codes, files, or systems which Customer is provided in connection with it (collectively, "Software and Related Items"). Customer agrees not to disclose the Software and Related Items except to its employees on a "need to know" basis. Customer also agrees not to disclose, and to instruct its employees not to disclose, the Software and Related Items to anyone else. If Customer ceases to use the applicable Bank Services, Customer will return to Bank all the Software and Related Items it has received from Bank.

**37. Warranties.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SYSTEM AND RELATED EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SYSTEM AND ALL OTHER SERVICES, AND EQUIPMENT PROVIDED, LEASED OR SOLD BY BANK, IF ANY, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY BANK, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. NO ADVICE OR INFORMATION GIVEN BY BANK, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. BANK ACCEPTS NO LIABILITY FOR ANY DAMAGE THAT ANY EQUIPMENT MAY CAUSE TO CUSTOMER'S OTHER SYSTEMS OR PROPERTY REGARDLESS OF WHETHER SUCH DAMAGE WAS A RESULT OF BANK'S SPECIFICATIONS OR REQUIREMENTS. BANK DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT

ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE INTERNET MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SYSTEM IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S EQUIPMENT OR COMPUTER MACHINES OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING, DOWNLOADING OR OTHER TRANSMISSION OF SUCH MATERIALS AND/OR DATA. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT BANK'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND BANK DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

**38. Suspension of Services.** Without liability to any party, and without limiting any other right or remedy available to Bank, Bank will be entitled to cease or suspend any Service, in whole or in part, in Bank's sole discretion and with or without notice to Customer.

**39. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles that would require the application of other law, and Customer irrevocably consents and submits to the personal jurisdiction of the state or federal courts located in the Commonwealth of Virginia. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**40. Attorneys' Fees.** In the event of any conflict pertaining to the subject matter of this Agreement in addition to any remedies provided in this Agreement or by applicable law, the prevailing party will be entitled to recover all costs and expenses incurred by the prevailing party in defending itself or in enforcing its rights, including but not limited to, court costs, fees of consultants, and reasonable attorneys' fees.

**41. Miscellaneous Provisions.**

(a) **Headings.** The headings and captions contained herein are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

(b) **Severability.** Should any provision of this Agreement, the DOS Form, or any Addendum hereto including any Schedules, Forms, or Exhibits, contravene or conflict with any applicable present or future law or regulation of any regulatory agency, or should any provision be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, then each such provision will be void. This Agreement will be deemed amended to the extent necessary to comply with such statute, regulation, or policy and all other provisions of this Agreement, or any Addendum hereto, including any Schedules, Forms, or Exhibits, will remain in full force and effect. Bank will not incur any liability to Customer as a result of such violation or amendment.

(c) **Waiver.** No waiver by Bank (whether or not in writing) of any term, condition, or obligation of Customer will bind Bank to waive the same term, condition, or obligation again, nor will any other provision, condition, term, or obligation hereof be affected by such a waiver.

(d) **Binding Effect.** This Agreement will be binding upon and inure to the benefit of Bank and Customer and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other Person, and no other Person will have any right against Customer or Bank under this Agreement.

(e) **Incorporation by Reference.** The Account Agreement, Master Authorization Form, the DOS Form, any Addenda, Schedules, Forms, Exhibits and Appendices thereto, any Bank schedules or forms, and any exhibit to each such document, or on-screen instructions (including the Services) which are referred to herein or, whether delivered or accessed in physical or electronic format, as amended from time to time pursuant to the provisions hereof, will be deemed incorporated herein by reference thereto and will become a part of this Agreement as if fully set forth herein.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

(g) **Transfers and Assignments.** Customer cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. Bank may assign its rights and delegate its duties under this Agreement to a Person affiliated with Bank or to a third party.

(h) **Records Ownership.** All data storage media, security procedures, data, information and related records used by Bank for transactions contemplated by any Service will be and remain Bank's property. Except to the extent that Bank is required by law to make information available to Customer, Bank may, in its sole discretion, determine whether to make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer will be paid by Customer. Absent manifest error, the records of Bank will be conclusive evidence with respect to the matters governed by this Agreement.

(i) **Recording and use of Communications.** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with the Service(s) and this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Bank will not be obligated to make such recordings.

(j) **Construction.** This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and will be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party

(k) **Use of Trademarks.** Customer may not use Bank's name or trademarks without the express written consent of Bank. If Customer is permitted to use any of Bank's name, trademarks or promotional materials, Customer will not indicate, directly or indirectly, that Bank indorses, or is connected in any way with, any of Customer's goods or services.

(l) Further Assurances. The parties agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to these Services.

(m) Ownership of Website. The content, information and offers on the Website are copyrighted by Bank or a vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. Customer agrees not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Website, except as provided in this Agreement, without Bank's express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

## **EXHIBIT A DEFINITIONS**

The following terms as used in this Agreement, will have the following meanings:

"Account" has the meaning set forth in Section 4.

"Account Agreement" has the meaning set forth in Section 4.

"Account Analysis" has the meaning set forth in Section 23.

"ACH" means Automated Clearing House, a secure electronic network for transferring funds between financial institutions.

"Administrator" has the meaning set forth in Section 12(a).

"Agent" means any director, officer, employee, representative, affiliate, third party vendor or any other Person acting on behalf of Customer with actual, implied or apparent authority of Customer. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

"ANSI" means the American National Standards Institute.

"Authorized Representative" means the individual(s) designated and identified to Bank on the Master Authorization Form individuals who are authorized to act on behalf of Customer with respect to Treasury Management Services. Customer is responsible for promptly notifying Bank of any changes to its Authorized Representatives.

"Authorized Wire User Profile" means a list, unique to each Wire User, of the Account(s) and associated limits and authorities for that Wire User with respect to issuing, approval, and verification of payment orders. The Authorized Wire User Profile is constructed from information provided via one or more Wire Transfer Authorization Forms. The delegation of authority by Customer's Administrator, as defined in the eBanking Agreement, will be accepted in lieu of an Authorized Wire User Profile for the initiation and/or approval of Payment Orders made through the Business eBanking System only. Such online Wire Users will not be permitted to initiate or approve wire transfer requests orally or via other channels until an Authorized Wire User Profile is created based on the submission of a Wire Transfer Authorization Form.

"Available Balance" means the positive, unrestricted balances in Customer's Account(s) which are available for withdraw by Customer pursuant to Bank's policies, which are then in effect and, if applicable, the provisions and requirements of Regulation CC and the Federal Expedited Funds Availability Act in effect from time to time.

"Bank Parties" the meaning is set forth in Section 29.

"Beneficiary" means the Person who is to receive payment from Customer.

"Beneficiary Bank" means the bank identified in a Payment Order Instruction in which an account of the Beneficiary is to be credited pursuant to the order.

"Business Day" means a day on which Bank is open and conducting substantially all of its normal activity; typically, Monday through Friday, excluding Federal holidays.

"Call Back" means a telephone call from Bank to a User to verify the authenticity of Payment Order or Repetitive Payment Order. Call backs will occur in accordance with Bank's default procedures unless a specific instruction is provided in conjunction with an Authorized User Profile. Bank's default procedures for verification may change from time to time without prior notice to Customer.

"Check" means a draft bearing the signature of the account holder that is payable on demand, drawn on or payable for or at an office of a United States Financial Institution, whether negotiable or not, and payable and endorsed to Customer, and includes Original Checks or Substitute Checks. The term does not include non-cash items or items payable in a medium other than United States Currency.

"Credentials" has the meaning set forth in Section 12(a).

"Credit Entries" are ACH transactions that deposit funds to an Account and have the meaning provided in the NACHA Rules.

"Debit Entries" are ACH transactions that withdraw funds from an Account and have the meaning provided in the NACHA Rules.

"DOS Form" means the Designation of Service form in conjunction with this Agreement, including any exhibits, forms or schedules attached thereto or referenced therein.

"Draw-Down Request" means a request by one bank (Bank A), acting on behalf of Bank A's customer, that another bank (Bank B) transfer funds from an account at Bank B to Bank A for credit to the account of Bank A's customer.

"Eastern Time" refers to the time prevailing in the Eastern Time Zone of the United States.

“EFTA” means the Electronic Funds Transfer Act, as amended, 15 U.S.C. §§1693 et seq.

“Check Image” means a digitized image of check, an Image Exchange Item, or any other electronic version of a Check approved by Bank for processing through the applicable service.

“Electronic Signature” means an electronic sound, symbol or process attached to or logically associated with any applicable agreement, form, exhibit or schedule, including the DOS Form and executed and adopted by Customer with the intent to sign the applicable agreement, form, exhibit or schedule. Customer agrees and intends that the submission of an Electronic Signature will be considered the same as Customer’s authorized written signature authorizing Bank to execute such applicable agreement, form, exhibit or schedule.

“Entries” have the meaning provided in the NACHA Rules and will also mean the data received from Customer hereunder from which Bank prepares Entries.

“Federal Reserve System” is the central banking system of the United States.

“Fee Schedule” has the meaning set forth in Section 19.

“FinCEN” means the United States Department of the Treasury’s Financial Crimes Enforcement Network.

“Image Exchange Item” means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

“Image Replacement Document” or “Substitute Check” means a paper production of a Check that satisfies the requirements and definition of a “Substitute Check” provided in Regulation CC.

“Independent Call Back” means a Call Back to a Wire User other than the Wire User who issued the Payment Order Instructions or Repetitive Payment Order Instructions to be verified (i.e., a “Second Wire User”).

“Items” means all debits, including Checks, Image Exchange Items, and Image Replacement Documents, that may be presented to Bank for payment or collection.

“Laws” means any statute, act, rule, ordinance, regulation, regulatory guideline and guidance and official commentary of all federal, state and local governments, including the United States of America, and all political subdivisions, administrations, agencies, departments, commissions, boards, bureaus, or instrumentalities of any of them.

“MICR” stands for Magnetic Ink Character Recognition, a special font for printing numbers and symbols in magnetic ink along the bottom of a check to enable financial institutions and others to recognize by automated means the Routing Number, account number, check number, check amount, and other information relevant to that check in accordance with American National Standards specifications for placement and location of MICR printing for an Original Check and American National Standards specifications for an Image Replacement Document for a Substitute Check (unless the Federal Reserve Board, by federal order, determines that different standards may apply).

“Mobile Banking Application” (or “App”) – software designed to operate on a mobile communications device for the specific purpose of interacting with Bank’s Business eBanking System.

“Mobile Device” means a tablet or phone capable of communicating with the System via the Mobile Banking App.

“NACHA” means the National Automated Clearing House Association and its successor.

“NACHA Rules” means the standards, rules and procedures established and amended from time to time by NACHA with respect to ACH.

“OFAC” means the federal Office of Foreign Assets Control.

“Online Verification Floor” means, for Payment Orders initiated through Bank’s Business eBanking system only, the dollar amount established by Bank above which the authenticity of that Payment Order will be verified through a Wire User, if one has been established. If no Wire User exists, Bank will contact the Business eBanking Administrator for such verification.

“Original Check” means the first paper Check issued with respect to a particular payment transaction and bearing the signature of the account holder.

“Payment Order” means Customer’s instruction to Bank, transmitted orally, electronically, or in writing, pursuant to the terms of this Agreement, to pay, or cause another to pay, a fixed amount of money to a Beneficiary.

“Payment Order Instructions” means the information (such as the name and address of the Beneficiary, the Beneficiary’s bank identification, the Beneficiary’s bank account number and the amount of money to be paid) included in a wire transfer and necessary to effect a Payment Order.

“Person” means an individual or an organized entity such as a corporation, limited liability company, partnership, limited partnership, trust, joint venture and association.

“PIN” means personal identification number(s).

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

“Regulation E” means 12.C.F.R., Part 1005, as it may be amended by the Consumer Financial Protection Bureau from time to time.

“Repetitive Wire Transfer Series” means a series of two or more wire transfers for which all or part of the Payment Order Instructions are common to each of the wire transfers.

“Repetitive Payment Order” means Beneficiary Bank and account information stored on Bank’s Wire Transfer System and accessible via a Repetitive Transfer Number that Customer can use to send payments to one or more designated Beneficiaries on a recurring basis.

“Repetitive Transfer Number” means an alphanumeric reference or code that Customer uses to access Repetitive Payment Order information at Bank.

“Reversals” means data for reversing ACH Entries.

“Routing Number means (a) the number printed on the face of a check in fractional form or a nine-digit form; or (b) the number in a bank’s endorsement or in fractional or in nine-digit form.

“Secure e-mail” means an email sent by Bank to a third party that can only be accessed by the third party using a specific access code.

“Security Procedures” means the measures adopted by Bank and Customer, including those set forth in this Agreement, including but not limited to Sections 12 and 13, and any applicable Addendum, Schedule, Form or Exhibit.

“Service Provider” means an agent or third party engaged to perform services by Bank.

“Substitute Check” means a paper reproduction of an original paper Check as defined in the 21st Century Act and 12 C.F.R. Part 229.

“System” means Bank’s method of providing on-line access to banking services through its Business eBanking platform.

“UCC” means the Uniform Commercial Code adopted by the State of West Virginia with respect to United Bank, Inc. (WV) and by the Commonwealth of Virginia with respect to United Bank (VA).

“UCC 4A” means Article 4A of the UCC.

“United States Financial Institution” means: (i) any Person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Homeland Bank; and (iv) to the extent it acts as a payor, the United States Treasury, the United States Postal Service or a State or local government.

“User” means any director, officer, partner, employee, representative, affiliate, third party vendor or any other Person designated by an Administrator or an Authorized Representative acting on behalf of Customer in reference to a specific Service offered by Bank and used by Customer.

“Verification Floor” means the amount of a Payment Order above which Bank will verify the authenticity of such order by Call Back or Independent Call Back. Unless otherwise specified by Customer via a Wire Transfer Authorization Form, the Verification Floor will be established by Bank and may change from time to time.

“Website” means [www.bankwithunited.com](http://www.bankwithunited.com)

“Wire Transfer Services” means the funds transfer services provided by Bank to Customer pursuant to this Agreement.

“Wire Transfer System” means a wire transfer network, or other communication system through which Customer’s Payment Order may be transmitted by Bank to the Beneficiary Bank.

“Wire User(s)” means the Person(s), identified in Customer’s Wire Transfer Authorization Form and established in an Authorized Wire User Profile, authorized by Customer or Administrator to issue Payment Orders to Bank on Customer’s behalf.



## **BUSINESS eBANKING SYSTEM ADDENDUM**

On completion of the Master Treasury Management Services Agreement and Master Authorization Form (“Master Agreement”), a DOS Form indicating Business eBanking System (“System”), this Addendum and any associated Forms, Exhibits or Schedules as may be required from time to time, and the acceptance of same by Bank, Customer will be provided access to Bank’s System.

Bank may use a Service Provider to complete certain of Bank’s duties under this Addendum. Any Service Provider used by Bank is subject to the same standards of performance, including the safeguarding of Confidential Information, as Bank itself.

Customer acknowledges that Bank may, from time to time, change the terms under which this System is offered by notifying Customer. Continued use of this System after such notification constitutes acceptance by Customer of such changes to the Master Agreement and/or this Addendum and associated Forms, Exhibits or Schedules.

**1. General Description.** Bank will make available balance information and/or itemized debit and credit information for Accounts on a daily basis via the System and will provide access instructions, including Credentials, to Customer. The System is for Customer’s internal use to enable Customer to obtain balance and other Account information and to direct payments from Account(s) to third-parties (collectively, “Payees”, and each individually, a “Payee” when using the bill payment module; collectively “Beneficiaries”, and each individually a “Beneficiary” when accessing Wire Transfers; and collectively “Receivers”, and each individually a “Receiver” when using the ACH network). The System may be used to:

- Transfer funds between Customer’s Accounts;
- Obtain balance and transaction information on Accounts;
- View front and back images of checks and deposits posted to Accounts;
- Order bill payments from Customer’s checking Account to Payees;
- Order Bank to stop payment of checks drawn on Customer’s checking Account(s);
- Request eStatements, as described below, for electronic delivery and access of monthly statements for eligible Accounts; and
- Obtain other online services as may be made available by Bank from time to time

### **2. Services.**

(a) **Internal Funds Transfer Service.** The internal funds transfer service may be used to transfer funds on a same-day basis between Customer’s Accounts with Bank. With this service, Customer may:

- Transfer funds between Customer’s Accounts on a specified date in the future or on a recurring basis (e.g., weekly, bi-weekly, monthly, etc.); and
- Transfer funds on a same day basis from Customer’s Account(s) to make a payment on a loan or line of credit Customer has with Bank.

Transactions posted to Customer’s account as of a certain Business Day may not be reflected in account balances provided by the System until the next Business Day based on the timing of the transactions and applicable processing schedules.

(b) **Bill Payment Service.** The bill payment service may be used to schedule the payment of funds from Customer’s checking and money market Accounts to Payees that have been selected to receive payment using the service. The service allows bill payments in several ways:

- An immediate payment is a single transfer of funds to a Payee to be initiated as soon as possible after the transfer request is submitted.
- A recurring payment is one of a series of transfers of a fixed amount of funds to a Payee on a regular, periodic basis.
- A future-dated payment is a single transfer of funds to a Payee to be made on a date Customer specifies up to 364 days in advance.
- A payment that is made following the receipt of an electronic bill (“e-bill”).

Bill payments made through the System require sufficient time for the Payee to credit Customer’s account properly. To avoid the assessment of late charges by the Payee, Customer should make the payment at least five (5) Business Days before the due date of the payment. Payment requests submitted on a Business Day before 7:30 p.m. (Eastern Time) Monday through Thursday and 10:30 p.m. (Eastern Time) on Friday are initiated on that Business Day, provided a sufficient Available Balance. Transactions conducted after those times on a Business Day or at any time on a non-Business Day are initiated on the next Business Day, subject to a sufficient Available Balance in the Account from which the payment is being made.

Bank cannot guarantee prompt receipt and processing of payments by Payees and will not be responsible for any charges imposed or other action taken by a Payee because of a late payment, including but not limited to finance charges and late fees. **BANK MAY TERMINATE ACCESS TO THE BILL PAY SERVICE AFTER SIX (6) CONSECUTIVE MONTHS OF INACTIVITY.**

(c) **eStatements.** Bank will provide Customer with the option to utilize the eStatements service, which allows Customer to access Account statements through the System. Upon acceptance of the applicable terms and disclosures, the eStatements feature may be used to receive electronic delivery of Account statements through the System. The ability to sign up for and retrieve eStatements is assigned by the Administrator. Enrollment in eStatements will terminate paper delivery of statements from Bank to Customer or any third party designations. In order to receive paper statements after electing to utilize the eStatements service, Customer must notify Bank at the applicable address or phone number set forth in Part I, Section 1.19(c)

(d) **Other Services.** Enrollment in the System is necessary for using the Positive Pay and ACH Positive Pay Services and offers additional options for the Wire Transfer Service and ACH Service, each of which is addressed in separate Addenda. The System may also be accessed via a mobile device upon completion and acceptance of the BeB Mobile System Addendum.

3. **Mobile Access Option.** Customer may request, via a DOS Form, that certain System capabilities be made available via an approved mobile device such as a tablet or smartphone. To utilize Mobile Access, Customer will need a compatible and supported mobile device with a connection to the Internet. Customer also must have Bank's mobile banking application ("Mobile Banking App"), which Bank may change from time to time. Customer is responsible for the selection, installation, maintenance, and operation of Customer's Mobile Device, software, and other equipment required for Mobile Access. Bank is not responsible for advising Customer of the existence or potential effect of malicious code that may exist on Customer's Mobile Device, and Customer's use of Mobile Access is at Customer's own risk. Bank does not guarantee the functionality or availability of the Mobile Banking App on all Mobile Devices. Bank assumes no responsibility for the defects or incompatibility of any devices, computers or software that Customer uses for Mobile Access, even if such devices, computers or software were previously approved for use.

(a) Customer is solely responsible for the mobile device and any associated fees and charges related to data.

(b) Bank reserves the right to charge an additional fee for Mobile Access, the amount and the basis of which (per device, per user, etc.) may change at Bank's sole discretion.

(c) Not all features of the System will be available via Mobile Access.

4. **Service Availability.** The ability of Bank to provide access to the System via internet or Mobile Access is conditioned upon the continued operation and availability of the computers which house the System and of the telecommunications network connecting Customer's Mobile Device to the System. Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Accordingly, Bank disclaims any and all liability resulting from or related to delays or interruptions in data delivery and in no event will Bank be liable for any damages (whether in contract, tort, by operation of Law, or otherwise) that are attributable to the public Internet infrastructure, Customer's ability to connect to the Internet, or Bank's ability to connect to the Internet. In the event access to the computer or network is suspended or terminated for any reason, Customer agrees that Bank will not be responsible for Customer's lack of access.

5. **Other Terms.** All other terms and conditions associated with the System are contained in the Master Agreement.



TREASURY SERVICES MASTER AUTHORIZATION FORM

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_

AUTHORIZATION AND AGREEMENT FOR TREASURY SERVICES

I am an authorized representative of the organization specified above (the "Customer"). Customer has received from United Bank ("Bank") its Master Treasury Management Services Agreement and agrees to be bound by the General Provisions section of the Agreement, as well as the product-specific Addenda for which Customer will enroll, as all may be amended from time to time, and any corresponding operational instructions that Bank deems necessary. The Agreement is supplemental to Bank's Terms and Conditions of Your Account, which is the agreement governing any accounts maintained with Bank. The Services covered by the Agreement may change from time to time. Capitalized terms used herein and not otherwise defined, have the meanings given to them in the Agreement.

Upon full execution below, Customer may from time to time request Bank to provide any of the Services described in the Agreement. Customer may begin to use any such Service once Bank has approved such use and has received all required and properly executed Addenda and associated forms, and Customer has successfully completed any testing and training requirements. The Agreement supersedes any other agreements between the Customer and Bank with regard to the provision of Services.

By signing below, Customer further agrees that, in the event Bank receives an electronic signature (e.g., the clicking of an "I ACCEPT" button when presented with same), from Customer or its authorized user(s), in connection with the Agreement, any amendments thereto, or the Accounts associated therewith, Bank will be entitled to rely on such electronic signature as Customer's authorization of the underlying action or request. Bank will not be required to obtain a physical signature for such purposes or any other purpose, except as may be required by law.

I warrant that Customer has taken all action required by its applicable organizational documents to authorize me to execute and deliver on behalf of Customer this Authorization and Agreement form and any other documents Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to Customer. These may include, but are not limited to, giving Bank instructions with regard to Electronic Funds Transfer Services and designating employees or agents to act in the name and on behalf of the Customer.

Guidelines for completion:

- If Customer is a:
corporation
limited liability company
partnership (general or limited)
limited liability partnership
sole proprietorship
governmental entity

- Who must sign:
any authorized officer
all members, or any authorized officer\*
any general partner
the managing partner\*
the sole proprietor
the Treasurer\*

\* Includes any individual authorized under Customer's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block.

Signature of Authorized Representative

Signature of Authorized Representative

Print Name of Authorized Representative

Print Name of Authorized Representative

Title

Title

Table with 4 columns: Street, City, State, Zip. Row 1: [Blank], [Blank], [Blank], [Blank].



TREASURY SERVICES MASTER AUTHORIZATION FORM

Customer Name:

DESIGNATION OF AGENTS			
The following persons are hereby authorized to act as Agent for the acquisition and/or operation of all Services provided to Customer pursuant to the Master Treasury Management Services Agreement, as amended from time to time, except as limited in the Comments section for that Agent:			
Agent Name	Title	Phone Number	Email Address
Comment			Signature
Agent Name	Title	Phone Number	Email Address
Comment			Signature
Agent Name	Title	Phone Number	Email Address
Comment			Signature

**CUSTOMER AUTHORIZATION**

**Agreement Governing Your Treasury Management Services.** By signing below, you: (1) represent that you are authorized to act on behalf of the Customer identified above; (2) acknowledge that you have read the Master Treasury Management Services Agreement and that Customer agrees to the terms, addenda(s), related implementation forms, and fee information applicable to each of the services indicated above; and (3) appoint the individuals described above as the Agent(s).

COMPANIES WITH ACH ORIGINATION - By signing below, you further authorize United Bank to obtain a Credit Report and check your credit history from time to time. You warrant that the information contained in this application and accompanying implementation forms is true, complete and correct.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please email completed form to [treasurymanagement@bankwithunited.com](mailto:treasurymanagement@bankwithunited.com) or mail to:

United Bank  
14048 Parkeast Circle, Suite 100  
Chantilly, VA 20151



**TREASURY MANAGEMENT SERVICES  
DESIGNATION OF SERVICES FORM**

<b>Customer Name</b>						<b>Date</b>		
<b>Street Address</b>			<b>City</b>			<b>State</b>		<b>Zip</b>
<b>Employer Identification Number</b>			<b>Customer Email Address</b>					
<b>Customer Contact Name</b>			<b>Customer Phone Number</b>			<b>Alternate Contact Number</b>		
<b>SERVICES REQUESTED</b>								
Original Application			Add/Modify Services			Delete Service		
<p>The following services are covered under the Treasury Management Master Services Agreement. Check all that apply and attach associated Addenda, Forms, Schedules, and/or Exhibits:</p>								
<b>Online Services</b>					<b>Other Commercial Services (fees apply)</b>			
<input type="checkbox"/> Business eBanking Services (BeB) <ul style="list-style-type: none"> <li><input type="checkbox"/> Bill Payment -fees may apply</li> <li><input type="checkbox"/> Positive Pay – fees apply</li> <li><input type="checkbox"/> Payee Positive Pay – fees apply</li> <li><input type="checkbox"/> ACH Positive Pay Services – fees apply</li> <li><input type="checkbox"/> Business Mobile Deposit</li> <li><input type="checkbox"/> Wire Transfer Services             <ul style="list-style-type: none"> <li><input type="checkbox"/> Online Origination</li> <li><input type="checkbox"/> Phone/Fax - Direct Communication with Wire Room (requires Authorized Rep Profile Form)</li> </ul> </li> <li><input type="checkbox"/> ACH Origination Services – fees apply (requires additional approval and documentation)             <ul style="list-style-type: none"> <li><input type="checkbox"/> Same Day ACH Services – additional fees apply</li> </ul> </li> <li><input type="checkbox"/> ACH Origination Services Third Party – fees apply (requires additional approval and documentation)</li> </ul>					<input type="checkbox"/> Remote Deposit Capture Service (RDC) (requires additional approval) <ul style="list-style-type: none"> <li><input type="checkbox"/> Zero Balance Account Services</li> <li><input type="checkbox"/> Daily Investment (Repurchase)</li> <li><input type="checkbox"/> Loan Sweep Services</li> <li><input type="checkbox"/> Lockbox</li> </ul>			
<b>REQUESTED ACCOUNTS (check all services that apply)</b>					<b>Billing Account:</b>			
Account Number	Account Name	BeB	Bill Pay	ACH	Wire	Pos Pay	ACH Pos Pay	RDC
<b>ZBA Instructions</b>								
Master Account Number			Subsidiary Account Number(s)			Target Balance		
<b>Loan Auto-Paydown Instructions</b>								
From Account			Loan Number			Target Balance		
<b>Loan Auto-Borrow Instructions</b>								
Loan Number			To Account			Target Balance		
<b>Daily Investment Instructions</b>								
Account Number					Target Balance			



**TREASURY MANAGEMENT SERVICES  
DESIGNATION OF SERVICES FORM**

<b>Customer Name:</b>	
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<b>BUSINESS EBANKING (BEB) - DESIGNATION OF CUSTOMER ADMINISTRATOR</b>
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The following person is hereby authorized to act as the Administrator of Customer's System and Services. The Administrator's powers are detailed in the Master Treasury Management Services Agreement and include but are not limited to establishing "user rights" for using United Bank's System and other Services. Customer Users can be authorized by the Customer Administrator for any of the features requested for use by Customer.

Name	Phone Number	Alternate Number	Email Address

<b>RESOLUTION/AUTHORIZATION TREASURY MANAGEMENT SERVICES</b>
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**AUTHORIZATION:**  
The individual signing below is a designated Agent of Customer, and as such, is authorized to act on Customer's behalf pursuant to the Master Treasury Management Services Agreement and the Treasury Services Master Authorization Form currently in effect with Bank. This authorization is in addition to any other authorizations in effect and will remain in force until Bank receives written notice of its revocation at the address and in the manner designated by Bank.

**Certification and Agreement:**  
I/We certify that (1) the foregoing Authorization is complete and correct; (2) the signatures and titles of the persons signing this form and attachments (if applicable) are the genuine signatures and titles of the persons indicated; and (3) no other person's signature or authorization is required to bind Customer with respect to the agreements or authorizations mentioned herein. Bank is entitled to rely upon this certification until written notice of its revocation is delivered to Bank.

<b>SIGNATURES</b>
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<b>Signature</b>	<b>Date</b>

<b>Printed Name:</b>	
<b>Title:</b>	

<b>Signature</b>	<b>Date</b>

<b>Printed Name:</b>	
<b>Title:</b>	

**BANK USE ONLY** - The officer signing below has verified that the Company Name as indicated on page one is consistent with the ownership of the accounts listed and the Authorized Agent(s) signing above has been verified with the Business Checking Signature Card and is authorized to execute this form.

<b>Date Received:</b>	
<b>Accepted By:</b>	
<b>Approving Officer Name:</b>	
<b>Approving Officer Signature</b>	<b>Date</b>

Please email completed form to [treasurymanagement@bankwithunited.com](mailto:treasurymanagement@bankwithunited.com) or mail to:

United Bank  
14048 Parkeast Circle, Suite 100  
Chantilly, VA 20151