

**ENDEAVOR BANK**  
**Commercial Online Banking Agreement**

This Commercial Online Banking Agreement and (“Agreement”) will be effective as of the first day we make the Services accessible to you. Unless otherwise stated, any reference to the Agreement shall include the Commercial Online Banking Agreement Acceptance and Enrollment, applicable schedules, enrollment forms and exhibits to the same, as well as applicable user guides, user manuals, set-up forms and other user materials, including online terms and information. Each time you access the Service, you confirm your acceptance of the Agreement, as amended by Endeavor Bank from time to time. You agree that the Accounts accessed using the Services will only be used for business purposes and not for personal, family or household purposes.

This Agreement is in addition to other agreements between Endeavor Bank and you, including but not limited to (as applicable), your checking, savings, and other deposit account agreements, as may be modified from time to time. If there is a conflict between the terms and conditions of this Agreement and those contained in the Account Agreement (“Deposit Agreement”), this Agreement will control.

**Available Services**

The Services include the following, subject to system limitations:

- Electronic Statements
- Obtain limited Account information
- Transfer funds between linked Accounts, excluding certificates of deposit transfers (“Book Transfers”)
- Make advances from and initiate loan payments to eligible linked Accounts (collectively, “Loan Transfers”)
- Initiate check stop payment instructions
- Set up account alerts (“Alerts”)
- Initiate bill payments (“Bill Payments”)
- Access some of the Services and present checks for deposit to your linked Accounts using your wireless access device (“Mobile Banking”)

You may also have access to the following Services, subject to the following Addendum(s):

- Originate automated clearing house entries (“ACH Service”), Addendum A
- Initiate domestic and international funds transfer requests (“Wire Transfer Service”), Addendum B
- Facilitate remote check deposit transactions (“Remote Deposit”), Addendum C
- Positive Pay & ACH Blocking/Filtering Services, Addendum D
- Multiple Party Access, Addendum E

Some Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated. Some of the Services may appear on your screen that have not been activated for your use. We may make other services available to you and you agree to be bound by the terms and conditions of the additional services, as they apply, in addition to the terms of this Agreement.

**Dollar Limits**

The following dollar limits apply:

Book Transfers: None

Loan Transfers (Advances/Payments): None

Bill Payments: Paying and individual via email is \$10,000 per payment and aggregate per day,

ACH Transfers (Standard/Same-Day): Subject to approval

Wire Transfers: Subject to approval

Mobile/Remote Deposit: Subject to approval

Additional dollar and other limitations may apply, as reflected in the Supporting Documents.

### **Cutoff Hours**

A Communication received by us after the cutoff time on a business day, or on a day that is not a business day, may be treated by us as if it were received on the next business day. At our option, however, we may treat it as received the same day as the day of receipt. There can be a delay between the time when you send a Communication to us and the time we receive it. All times provided in this Agreement will refer to Pacific Time. Our current cutoff hours are as follows:

- Book Transfers: 8:00pm
- Loan Transfers (Advances/Payments): 5:00pm
- Check Stop Payments: 5:00pm
- Bill Payments: 12:00pm
- ACH Transfers (Standard/Same-Day): 4:00pm
- Wire Transfers (Domestic/International): 1:00pm
- Mobile Deposit: 5:00pm
- Positive Pay - Check Issue File: n/a
- Positive Pay - Decisions for Exception Item(s) on same day Check Exception File is available to you: 1:00pm
- ACH Filtering Decisions for ACH Exception(s) on the same business day ACH Exception Report is available to you: 1:00pm

### **General Terms**

*Definitions.* In this Agreement, defined terms have the meaning given to them.

In addition:

- An “account” means any account you maintain with us and can include all accounts and products you use with us. Your “Account” refers to the account(s) you have designated as the account accessible to the Services, at our discretion.
- The “Administrator” is a person who is able to provide Security Codes, to and establish access and use authority and/or limitations for Sub-Users.
- An “authorized representative” is a person with authority of any kind with respect to an Account.
- Your “available balance”, “available funds” and similar words mean the balance in your Account as determined under our funds availability policy.
- “Communication(s)” means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services.
- A “payment order” is a payment order as defined under Section 11103(a)(1), as amended or revised, of the California Commercial Code, and includes a Communication received by us instructing us to pay, or to cause another bank to pay, a fixed or determinable amount of money to you, to a third party or to any other beneficiary.
- Your “Security Codes” are the security procedure credentials (such as codes and passwords) that are associated with you and used by us to verify the authenticity of Communications from you. Security Codes are used to access Accounts and to use the Services. The Security Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
- The “Service(s)” are the on-line banking interface and the banking services described in this Agreement.
- A “Sub-User” is a person other than the Administrator who uses Security Codes to access a Service. The Administrator (and not Endeavor Bank) controls the designation of Sub-Users and the access or other limitations (if any) placed on a Sub-User’s use of the Services.
- “Supporting Documents” refers to supporting materials made available by us and includes any schedules, and exhibits, user guides, user manuals, set-up or enrollment forms and other user materials, including online terms and information.
- The word “includes” means “including but not limited to” the examples given.

- The word “may,” when used in reference to us, means at our option and sole discretion. Action (or inaction) that we “may” take is authorized by you and allowed to us, but is not required. You agree that we will not be liable for any action taken or any failure to act when action or inaction is at our discretion.
- The words “we,” “us,” “our,” “Bank” and similar terms are used to refer to Endeavor Bank.
- The words “you,” “your,” and similar terms are used to refer to the person entering into this Agreement and to each person who is an owner of or has an interest in an Account together with the owner’s authorized representatives.

*Agreement.* We may act on requests for information, or requests to facilitate any Service requested on or associated with an Account, from any Account owner (including joint owners) or their authorized representatives. Each time you use our Services, or you permit any other person to use our Services, you are agreeing to the terms and conditions that we have set out in this Agreement, including any instructional materials regarding the Services, including instructions presented to you at our website, as amended. You agree not to resell or offer a Service to another, or to process any transactions for others using a Service. If you are a natural person, you certify that you are at least 18 years or older.

You expressly agree that you are not, and you agree to take no action that would result in your being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a money service business.

*Eligible Accounts.* If you wish to add a new Account to, or remove an existing Account from, Service access, you must call us at 619-329-6565. We are not, however, obligated to establish access to any or all of your Accounts, and not all Services may be available with all Accounts. Some Services may not be available without special application to and approval by us, or may be limited to specific types of Accounts.

Eligible Accounts include the following types: checking, money market, savings, loans, and time deposits. In some cases, we may allow loans and lines of credit to be linked, in which case you agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. Certificates of deposit are time deposits where early withdrawal penalties may result. No online transactional activity is allowed on certificates of deposit, which are view only. Accessibility to Accounts may vary based on the Service(s) you use.

You agree to review the configuration of your Account(s) at commencement of the Services, and periodically thereafter, and to restrict Sub-User access to Accounts and to specific Services on these Accounts in accordance with your risk assessment.

*Sufficient Funds.* You must have sufficient available funds in your Account to cover the amount of any transaction that would be charged to your Account. Subject to limitations set out in this Agreement, you can request payments up to the amount of available funds or available credit in your Account (if any). We may hold (or “freeze”) funds at any time after you have initiated a Service for any reason, including as a means of reducing risks that there will be insufficient funds for completing the Service. If we do hold funds for any reason, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend you money.

*Provisional Credit.* You acknowledge that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. You agree that when we give you credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until we receive final settlement for the payment order. We may delay availability of provisional funds at our discretion. If we do not receive final settlement, you must return the funds previously credited to your account to us, and the person who sent the payment order will not be treated as having paid you. We may refuse to permit the use of any amount credited for an incoming payment order, including but not

limited to a debit entry or credit reversal if we believe in our sole discretion that there may not be sufficient funds in your account to cover chargeback or return of such transaction.

*Amending/Canceling a Transaction.* Except to the extent this Agreement provides otherwise, you do not have the right to amend or cancel a payment or transfer instruction once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. If we attempt to effect a change or cancellation, you agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings, and damages we incur in effecting or attempting to effect any such change or cancellation. You assume sole responsibility to providing notice to the receiver/beneficiary that a reversal is being transmitted, as applicable, and the reason for the reversal no later than the settlement date of the reversing entry.

*Inconsistencies.* If a beneficiary of a payment order is identified by both names and account number, payment may be made by us and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and identifying number, we and other financial institutions may rely on the identifying number even if the name and the identifying number are not consistent or identify different parties.

*Access Restrictions Waiver.* Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. We may limit or deny Services to you if there are access restrictions. Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your Accounts.

*Compliance with Laws and Rules.* You agree to comply with all state and federal laws, rules, and regulations applicable to you and to your use of the Services (the "Laws"), including the operating rules of all systems used to provide Services to you (the "Rules"), and to provide evidence reasonably satisfactory to us of the same if requested by us. You agree not to use the Service for any illegal purpose, including but not limited to illegal Internet gambling. Without limitation, you agree and acknowledge that the Services may not be used by you in violation of the laws of the United States, including sanction laws administered by the Office of Foreign Asset Controls. You acknowledge and agree that the software you use to access Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts.

Additionally, each Account and the Services will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using a Service;
- The terms of our deposit account agreement with you, and our rules, procedures, and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (NACHA) for bill payments facilitated through the ACH;
- Applicable state and federal laws, rules, and regulations; and
- The rules of other funds transfer systems when used in connection with a Service.

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same. You will implement and maintain procedures, including retention of legal or compliance services, to ensure that you are able to comply with all current and future Laws and Rules, including any changes to them. We are not obligated to provide information, updates or notice of or regarding the Laws or the Rules, even if we are aware of the same and of the potential for material impact on you and your use of the Services, and your indemnification and other obligations to us are not relieved or reduced by our not providing the same to you. If we do provide information, updates, or notices of or regarding the Laws or the Rules to you, we are not responsible for the accuracy of the same and may discontinue doing so at any time.

*Transfer Limitations.* For certain types of transactions/transfers from a money market or savings account may be limited pursuant to our deposit agreement with you. If you exceed these limits, we may impose a fee, close, or convert your Account, limit your use of the Services, or any combination of the foregoing.

*Processing for and by Others (including ACH Origination Agents).* You will not use the Services or any Accounts to process for third parties or any other person (a “Third Party”) except after written notice to us and approval by us. If any such approval is given, except as may otherwise be specified in writing by us in such approval, you represent and warrant that: (a) you are duly authorized by each Third Party to act on that party’s behalf for all purposes necessary under this Agreement, and the Third Party is bound by and responsible for all acts or omissions taken by you; (b) you have obtained from the Third Party agreement to terms and conditions substantially similar to those contained in this Agreement; (c) the security interest given in Accounts is legal, valid and binding on the Third Party (to the extent of any property rights the Third Party may have in the Accounts or funds in them); (d) the Third Party will cooperate with us in all ways reasonably requested by us, including the execution and delivery of such contracts and agreements between us and the Third Party as we may reasonably request; and (e) you and the Third Party are in compliance with all Applicable Laws and Rules as may apply to your processing for the Third Party. You will from time to time provide us evidence reasonably satisfactory to us of the accuracy of each of the foregoing if requested by us.

You will not use any Third Party to access Services on your behalf except after written notice to us and approval by us. Use of any Third Party (whether or not approved by us) constitutes appointment by you of that Third Party (and any agents, delegates or assigns of the Third Party) as your agent whose acts and deeds are deemed your acts and deeds. Any agent of yours submitting ACH Entry data to us on your behalf must be designated as an ACH Origination Agent in a separate ACH Origination Agent Agreement, subject to our approval. You agree that you are bound by acts and omissions of the ACH Origination Agent with regards to the ACH Services.

We may (but are not required to) require that any Third Party, as a condition to use of a Service on your behalf: (a) provide evidence satisfactory to us that the Third Party is in compliance with all laws, rules, and regulations applicable to the Third Party and its business activities; (b) enter into indemnity or other agreements acceptable to us; and (c) otherwise satisfy us that the use of the Service will not increase risk to us. You appoint any Third Party used by you for Services as your agent, and all persons using Online Banking at the Third Party as authorized Sub-Users.

You remain responsible for all your obligations under this Agreement, including your compliance with all Applicable Laws and Rules. Malfeasance, error, omission, negligence, or fraud by the Third Party, or other controversy between you and the Third Party (including Third Party action in breach of or in excess of that called for under any services agreement or arrangement between you and the Third Party) shall not excuse you from full and complete fulfillment of all obligations imposed on you under this Agreement. You shall be bound by all Communications from or use of the Services by the Third Party that are done in your name, whether or not authorized by you, if the Communication is attributable to you by operation of any law (including the laws of agency), or as a result of this Section, or if the Communication is attributable to you under this Agreement. We shall have no duty to investigate or question any act or omission by a Third Party purporting to act on your behalf.

### **Computer Equipment and Software to Access the Services**

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, and computers. You agree to use equipment that is compatible with our programs, systems, and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment. For security purposes, you agree to keep your browser and operating system up to date. You agree to install and maintain appropriate firewall and anti-virus software on any equipment you use to access the Service, to protect your data when connected to the Internet. Except to the extent limited by applicable law, you assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of your equipment, software not provided by us, the disruptions or unavailability of connectivity, viruses, spyware, malware, or worms affecting your equipment or software.

To use the Services, you must have a sufficiently powerful computer hardware and appropriate software. Some Services may require you to download software from our website; in some cases, we may place software on your

computer as part of our security and/or verification tools. You agree to maintain the confidentiality of the Security Codes at all times and not to provide access to them to anyone that you do not authorize to access your Accounts through the Services.

Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity. You agree to implement and maintain administrative, technical, and physical safeguards to protect against unauthorized access to or use of any Account information which you may access or store on your computer or other data storage systems.

### **Linking Accounts**

We reserve the right to limit which Accounts may be “linked” under the Services. Any signer on any linked Account, acting alone, is authorized by you to access and use Services for any other linked Account, whether or not that person would be authorized to transact on the other linked Account in the absence of this Agreement.

You represent and warrant that you have authorization from the Account owner to engage in each Service used by you affecting an Account that is linked. You make this representation and warranty at the time the Accounts are linked and each time you use a Service to access or transact on an Account. These representations and warranties are in addition to any others contained in this Agreement or in any supplemental agreements that may be required by us.

### **Security Code Credentials**

During your enrollment for the Services, you are required to select or will be assigned certain numbers, codes, marks, signs, public keys, or other means of authenticating your identity and electronic communications in your name. These may include a customer number, logon name, and password. These credentials, with the other components of your Security Codes, will give access to your Accounts through the Service.

You agree to change all passwords with sufficient frequency so as to protect confidentiality, and in any event no less frequently than every 180 days. You agree not to disclose your Security Codes to anyone and to take other reasonable precautions to ensure the safety, security and integrity of transactions conducted with your computer or mobile device (for example, do not write them down). NOTE: Some browser software may store usernames and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser’s “Help” screen for more information on this feature. For security reasons we may disable your Security Codes, for example if they are entered incorrectly several times. Passwords should not be easy to guess: for example, your children’s or pet’s names, birth dates, addresses or other easily recognized identification related to you. It is also recommended you do not have your browser automatically remember your password. We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all Services may be limited. After three unsuccessful attempts to use your Security Codes, we may revoke your access to the Services. To re-establish your access to the Services, you agree to contact us at 619-329-6565.

### **Contact In Event of Unauthorized Transfer**

If you believe any part of your Security Code, including your password, has been lost or stolen call:

619-329-6565

or write: Endeavor Bank 750 B St. Ste 3110 San Diego, CA 92101

## **Authorized Representatives**

You are responsible for and bound by any Communication we receive in your name through a Service if the Communication: (a) comes from an authorized representative, Administrator or Sub-User; or (b) is authenticated using agreed upon security procedures, even if not authorized by you; or (c) is legally binding on you under the laws of agency, contract or otherwise.

Your “authorized representative” includes each person who is (1) authorized by you to conduct business with us, including as part of your account management resolution(s); or (2) a principal officer of yours (such as your CEO if you are a corporation, or a partner in a partnership, or a manager in an LLC); or (3) otherwise authorized (or deemed authorized) to act on your behalf, whether under this Agreement or any other agreement with us, by the laws of agency, or under by any other state or federal law, rule or regulation.

## **Administrator**

You will be required to designate at least one initial Administrator. You (through the Administrator) then control the Services and access to them. The Administrator will be able to and will be responsible for maintaining your Service settings and Sub-User security. Access to your Account(s) through the Service will be based upon authority established by the Administrator, who you agree may specify usage levels (without filling out a new business resolution) You must notify us if you terminate or change the Administrator. You will not control the addition or removal of accounts or Service access.

The Service will allow the Administrator to establish authority levels to help you manage additional Sub-Users and control use of various Services. The levels are used to specify who can access specific Accounts, what dollar amounts Sub-Users are authorized to handle and what functions a Sub-User can access when transacting on an Account using the Services.

The Administrator is responsible for setting up your Sub-Users. The Administrator is also responsible for assigning all persons with the Security Codes that are necessary to access Services and for establishing what, if any, limitations will apply (including what level of activity is appropriate for each Account). The Administrator changes and maintains your Security Codes. The Administrator(s) will have full access to your Accounts and to any future Accounts you may open.

Other than establishing the Administrator based on your designation, we will **not** control or oversee the Administrator or any activity or function of an Administrator or other Sub-User. You agree to the creation of an Administrator and to all action taken by the Administrator. You agree to all action taken by any Sub-User and by any person given access to one or more Services by the Administrator or by a Sub-User, and all such persons are your agent for purposes of use of the Services.

You further agree to assume all risks associated with providing Security Codes to your Administrator, understanding that this can result in Sub-Users and possibly other persons obtaining access to your Account without control or monitoring by us. You must establish authorization parameters and/or limits for each person you authorize to use the Service. You agree to use and implement each control (including template management, verification, access, use of maximum process settings, security, audit and review procedures) to prevent unauthorized persons gaining access to Security Codes or you Accounts.

## **Responsibility For Communications In Your Name, Whether Or Not Authorized By You**

The Security Codes are security procedures. You agree that we may use the security procedures to verify the authenticity of Communications that are received by us in your name. If we verify the authenticity of a Communication or instruction received in your name using the security procedures, we may rely on it and you will be obligated on the Communication or instruction, whether or not it was authorized by you.

On the other hand, if a Communication or instruction was authorized by you or if you would otherwise be bound by it under this Agreement, you will be obligated on it even if we did not verify its authenticity using the security

procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

### **Responsibility For Security Procedures**

In addition to the Security Codes as security procedures, you may choose additional security procedures. We may from time to time offer supplemental security procedures, and you agree to consider them. You agree to follow any instructions we provide to you about using, storing, or otherwise related to security procedures.

You agree to consider the size, type and frequency of the payment orders or other money transactions you will or intend to use Services to accomplish. You agree to consider the risks presented by the possibility of unauthorized access to these Services, including the risk loss to you that we may process Communications and instructions that are your responsibility even though they were not authorized by you. You agree to use Services only after determining, and only for so long as you continue to determine, that the security procedures are a commercially reasonable method of providing security against unauthorized payment orders or other Communications. You agree and acknowledge that the security procedures are commercially reasonable for you and that you will be bound by instructions or Communications in your name, as set forth above.

You agree to take appropriate steps to ensure that all Security Codes are protected and kept confidential. In your review of the Services, including those aspects of the Services pertaining to the issuance, use, and protection of Security Codes and security procedures, you agree to notify us if your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to notify us, then you acknowledge and agree that the security procedures of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

### **Data Retention**

You will retain data on file adequate to permit remaking or reconstruction of all requested Services (including payment orders or other money transactions) for one year following the date of the execution of the request to which such data relate and will provide the data to us upon our request. You agree to determine promptly the accuracy of all records and information regarding a Service and to notify us immediately of any errors in such records or information. Nothing in this Agreement relieves you from: (a) any responsibility imposed by law, regulation, or contract with regard to the maintenance records; or (b) any responsibility to perform audits and account reviewers customarily conducted by persons or entities whose businesses are similar to your business.

### **Email**

While access to us through the secure email function of the Services is "on-line," messages sent to us through email are not reviewed by our personnel immediately after they are sent. If immediate attention is required, you must contact us by telephone or in person.

Your email messages may be acted upon by us if received in a manner and in a time providing us a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, email messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

Email or messages sent by us to you will be deemed received by you when sent by us to you at your email address as shown on our records. You agree to notify us (using the Service or otherwise in form acceptable to us) whenever your email address changes. You agree that information or messages made available to you via the Services will be deemed received by you when first posted on our website or made available to you. You agree to access the Service from time to time, in no event less than monthly, to access this information or the messages. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any email shall nevertheless be deemed to have been provided to you if the email was sent to the email or other contact we have on file for you.

### **Account Information Services**



The Services include the ability to obtain Account information, subject to system limitations. Balances and transaction information reflected in the Service may not reflect all transactions against an Account on the day the transaction occurs. Some transactions may not be reflected by the system until the following business day. Services performed during nightly processing may not succeed when applied to your actual balance at the end of the nightly processing. Posted transactions may be reversed due to insufficient funds, stop payment orders, legal process, or other reasons. Certain balances may not be subject to immediate withdrawal, may include deposits still subject to verification or other items in the process of being posted to the account, and may not include outstanding checks, debits, or credits. You understand and agree that Account information may not reflect transfers made by multiple users from the same Account if different login credentials are used for the same Account. You agree to communicate to other persons with authorized access to your Accounts concerning any transfers from your Accounts, in order to avoid overdrafts. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in your access to online information. If you are unable to access the Services for any reason, you may contact us directly.

### **Electronic Statements**

Electronic statements offer you a convenient way to view, save and print your periodic statements. If you elect to receive electronic statements, we may discontinue sending paper statements and make periodic statements available to you in electronic form only. This includes, but is not limited to, ongoing terms currently provided on the back of your paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. Each electronic statement will be available for your viewing, downloading, or printing for a period of 18 months from the date that it is made available to you. You agree to review your electronic statements in a timely manner, just as you would paper statements, and to promptly notify us of any errors, unauthorized activity, or other problems, as provided in our agreement with you. You will be deemed to receive electronic statements when they are made available to you. Any time periods within which you must notify us of any problems or errors reflected on your statement(s) will begin on the date we make the electronic statement available to you, regardless of when it is actually viewed by you. We reserve the right to determine from time to time which accounts are eligible for electronic statements. A valid email address may be required to be maintained by you with us. If you fail to maintain a valid email address with us, you acknowledge and agree that any electronic statement shall nevertheless be deemed to have been provided to you if emailed to the email address we have on file for you. We reserve the right, in our sole discretion, to discontinue providing statements in electronic form. If you receive images of checks or receive cancelled checks with your paper statements, you understand that paper copies of these items will not be available once you elect to receive electronic statements. Electronic images of these items will be available for a limited time, subject to system limitations, through the system. If you cannot access, print, or view your electronic statements, you must contact us immediately at 619-329-6565 to make alternate arrangements. You agree to periodically log on and check on the delivery of new statements.

### **Book Transfers**

Transactions posted to your account as of a certain business day may not be reflected in account balances reported by the Service until the following business day. Information on transfers to or from your accounts with us will be reflected on your periodic statements, will be available to you online, and can be obtained by calling 619-329-6565. We do not provide any other notice of the receipt, transmittal or debiting of funds transfers.

*Scheduling Book Transfers.* You may instruct us to initiate single or recurring fund transfers on any business day (the "Transfer Process Date"), up to 365 days in advance. If the Transfer Process Date for an automatic transfer falls on a weekend or holiday, the transfer may be sent the prior business day. To initiate a transfer, you must specify the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

*Rejecting Transfer Instructions.* We may reject transfer instructions with or without cause or prior notice. We may reject a transfer instruction, for example, if you do not have sufficient available funds to cover the transfer or the transfer instruction is unclear, ambiguous, or incomplete. If we reject a transfer, you may need to re-enter the information if you wish to make the transfer at a later date.

*Changing or Cancelling Transfer Instructions.* For same-day Book Transfer requests, once submitted, the transfers can be cancelled through online banking before 5:00pm. For future dated Book Transfers, the transfers can be cancelled through online banking up to 5:00pm on the business day before the Transfer Process Date.

## **Loan Transfers**

*Eligible Loan Transfer Accounts.* Eligible linked Loan Transfer Accounts include the following types: Payroll Protection Program Loans, Commercial Loans, Commercial Real Estate Loans, and Commercial Lines of Credit. You agree that the relevant loan agreement, note, or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized pursuant to this Agreement. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements.

*Advances/Payments.* You can use the Loan Transfer feature to make recurring and non-recurring “on-us” loan Account advances (“Loan Advance(s)”) and payments (“Loan Payment(s)”). The Loan Transfer will be processed on the Loan Transfer Effective Date; provided that the Effective Date selected by you is a business day and you submit your one-time Loan Transfer instruction prior to the Loan Transfer cutoff hour for that date. If you select an Effective Date that is not a business day or submit your Loan Transfer instruction after the Loan Transfer cutoff hour for that date, then the Effective Date may be the next business day. Loan Advances will only occur to the extent there are sufficient available funds on the eligible loan Account, as determined by the terms and conditions of the applicable loan documents and agreements, including, but not limited to, the promissory note, governing the loan Account.

*Loan Payments.* You may designate the Loan Payment as a regular installment or an interest/principal only payment. If funds transferred will be applied as a reduction in principal only, funds will be applied as unscheduled reductions of principal and as such will not satisfy the installment obligations under the payment schedule for the loan Account or pay accrued interest. If funds transferred will be applied as a regular installment payment, you are responsible for ensuring that you initiate a Loan Payment instruction in time for the payment to be received by us before its due date. We are not responsible for any damages, costs, or fees you may suffer if you do not allow sufficient time between the Effective Date and the due date.

*Noncompliance with Borrowing Base.* This paragraph is applicable if the promissory note or other loan document for your loan Account provides that the loan Account is tied to a borrowing base of eligible receivables. At any time that you are not in compliance with the borrowing-base requirement, we may reverse any transfer that constitutes an advance on the loan Account.

*Loan Transfer Changes and Cancellation.* You may change or cancel a Loan Transfer instruction via the Service as long as you submit the change or cancellation request by 5:00pm prior to the Effective Date for the Loan Transfer instruction and you follow the Loan Transfer instructions provided by the Loan Transfer feature for changes and cancellations.

*Provisional Credit.* You agree that any credit by us to you for any Loan Transfer is provisional until we have received final settlement for such Loan Transfer. We may delay availability of provisional credit at our discretion. If final settlement is not received, we are entitled to and you agree to pay a refund of the amount credited; we may charge your account for the amount due.

## **Bill Payment Service**

*Generally.* When using the Bill Payment Service, you must designate the Account (“Bill Payment Account”) from which the Bill Payments are to be made, the complete name of the payee, your Account number and the payee’s remittance address (as exactly as shown on the billing statement or invoice), the amount of the payment and the date you want the payment to be processed from your Bill Payment Account (“Payment Process Date”).

*Cutoff Hours, Dollar Limitations and Frequency Restrictions.* Bill Payments will be subject to applicable cutoff hours, dollar limitations and frequency restrictions which we may revise at any time.

*Use of Vendors; Use of Information.* We may use one or more bill payment vendor(s) to provide the Bill Payment Service, and you understand that various financial intermediaries and their servicers may be involved in processing any one of your Bill Payment instructions. These intermediaries may benefit from interest that accrues on Bill Payments between the time your Bill Payment Account is debited and the time the payee is paid. Any information you provide may be used by us or any of these other parties to complete or otherwise deal with your transaction or

comply with any laws, rules, or regulations. If there is a dispute between you and us, or between us and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any Bill Payment), you authorize us to obtain information regarding you, your Account, and your Bill Payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information.

*Setting-Up Payees.* When you sign onto the Bill Payment Service, you must establish your list of payees. A payee is anyone, including us, that you designate to receive a Bill Payment; provided that we accept the payee for the Bill Payment Service. If we accept the payee, then the payee will be placed on your authorized list of payees. Each time you want to initiate a Bill Payment, the payee must be on your authorized list of payees, and if payment will be facilitated electronically to the payee's financial account (rather than by paper check) the payee's receiving financial account must be within the United States.

We are not responsible if a Bill Payment is not made to a payee because you provided us with incomplete, incorrect, or outdated information regarding the payee or we attempted to make a payment to a payee that is not on your authorized list of payees. Also, we reserve the right to refuse to approve a payee for your authorized list of payees and to otherwise prohibit payment to a payee via the Bill Payment Service.

*Payment Methods.* We reserve the right to select the method in which to remit funds on your behalf. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off our third party service provider's account), or a demand draft payment (where a negotiable instrument is created and drawn off of your Bill Payment Account).

*One-Time Payment.* You can use the Bill Payment Service to make a one-time Bill Payment. A one-time Bill Payment will be processed on the Payment Process Date; provided that the Payment Process Date selected by you is a business day and you submit your one-time Bill Payment instruction prior to the Bill Payment cutoff hour for that date. If you select a Payment Process Date that is not a business day or submit your Bill Payment instruction after the Bill Payment cutoff hour for that date, then the Payment Process Date will be the next business day.

*Recurring Payments.* You can use the Bill Payment Service to make recurring Bill Payments. The Bill Payment Service will allow you to schedule Bill Payment instructions that will cause a Bill Payment to be processed from the selected Bill Payment Account on your selected frequency on an ongoing basis. However, if the future Payment Process Date is on a non-business day, then the new future Payment Process Date may be the next business day.

*Available Funds.* For Bill Payments, you will need to have sufficient available funds in your designated Bill Payment Account to cover the amount of the Bill Payment on the Payment Process Date. If payment is facilitated using a demand draft drawn directly against the Bill Payment Account, sufficient available funds must remain on deposit in the Bill Payment Account until the demand draft has cleared. You can initiate Bill Payments up to the available funds in your Bill Payment Account. If you exceed these limits, then we may prevent (or reverse) Bill Payments in any order and in any amount that we choose, even if the result is to reduce your transactions to a level below the amounts needed to pay your bills.

*Non-Recommended Payees.* We do not recommend that you use the Bill Payment Service to pay your federal, state, or local taxes, courts, or other governmental entities. These agencies normally require an accompanying coupon, which cannot be provided via the Bill Payment Service. We will not be liable for penalties, interest, or other damages of any kind if you try to use the Bill Payment Service to remit or pay money for taxes, or to courts or governmental agencies.

*Scheduling Payments in Advance of the Due Date.* The Payment Process Date is the date that we will initiate the Bill Payment. Bill Payments should be scheduled sufficiently in advance of the due date of your bill ("Due Date") to allow the payee to receive it on the Due Date set by your payee and without taking into account any grace period that may be offered by your payee. Electronic bills will be paid within 2 business days of the close of business of the Payment Process Date. Some companies you pay through the Bill Payment Service are not set up for electronic payment and therefore will receive a paper draft on your behalf. These paper draft payments can take up to six (6) business days to process before the payee receives the payment. You are responsible for ensuring that you initiate a Bill Payment instruction in time for the payment to reach the payee before its Due Date (without taking into account any grace

period). You must allow at least six (6) business days, prior to the Due Date, for each Bill Payment instruction to reach the applicable payee. We are not responsible for any damages you may suffer if you do not allow at least six (6) business days between the Payment Process Date and the Due Date of your bill or obligation, without counting any grace period offered by the payee.

*Payment Changes and Cancellation.* You may change or cancel a Bill Payment instruction via the Service as long as you submit the change or cancellation request 1 business day prior to the Payment Process Date for the Bill Payment instruction and you follow the Bill Payment instructions provided by the Bill Payment Service for changes and cancellations.

*Accurate Information on Payees.* The Bill Payment will be processed using the information you supply, and if the information you give to us is inaccurate or incomplete in any way the Bill Payment may be delayed or misdirected. If the Service provides you with a series of options regarding payee address or location, you are responsible for correcting that information if such information does not agree with your records or with your particular bill. We and the others that handle your Bill Payment (including the payee's bank) are entitled to rely on information you supply, such as the payee's account number or the routing number of the payee's bank, even if the name you give to us and the number you give to us identify different persons.

*ACH Entries.* Electronic payments that are made through the ACH are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the electronic bill payment. Furthermore, you agree that any payment by us to you for any returned credit entry or credit reversal is provisional until receipt by us of final settlement for such entry. If final settlement is not received, we are entitled to a refund from you of the amount credited and we may charge your account for the amount credited. We may refuse to permit the use of any amount credited for a credit reversal if we believe that there may not be sufficient funds in your account to cover charge back or return of such reversal.

### **Check Stop Payment Services**

You may request a stop payment on a check issued on your Account(s) by completing the form presented as part of the check stop payment Service and submitting all the required information to us ("Check Stop Payment"). All Check Stop Payment requests, renewals, and revocations of stop orders will be subject to our current policy on stop payment requests. For significant or material items, contact us by coming to one of our branches or by telephone in addition to using the Services for Check Stop Payment. You are responsible for reviewing all information available to you to determine whether the check has already been paid, including your account statements. Information available online may not include sufficient current and historical information to verify whether the check has been paid. Your receipt of a Check Stop Payment confirmation via the Service, or acceptance of your request via the Service, does not conclusively represent whether or not the check has already been paid. We may accept a Check Stop Payment request from you with respect to a check that has already been paid, and we will have no obligation to determine or notify you that such check was previously paid. In any event, we must receive your Check Stop Payment request sufficiently in advance to provide us with a reasonable opportunity to process your request in sufficient time prior to presentment of the check. There will be a fee assessed for each Check Stop Payment request whether or not we receive the request in time to place the Check Stop Payment.

You must give us timely, complete, and accurate information as prompted by the Service, including the check date, payee, EXACT amount of the check, and the check number. If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the check.

You may use the Check Stop Payment Service to stop payment on checks that you have written against your Accounts. If you wish to cancel or amend any other Service transaction, you should use the process applicable to that Service, and you will be subject to any limitations or inability to stop applicable to that Service.

You may not use the Check Stop Payment Service to stop payment on any ACH/EFT transaction, point-of-sale ACH/EFT transfer; any cashier's check, certified check or other official institution check you have purchased from us or any check which we have guaranteed. You understand that your Check Stop Payment request is conditional and

will not be effective if we have not had a reasonable opportunity to respond to your request, or that stopping payment may subject us to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

A Check Stop Payment request against a check is effective only against the check that is described in the Check Stop Payment request form; and does not cancel or revoke any authorization for future or recurring ACH/EFT transfers by you or by the same biller or originator. A Check Stop Payment request is effective for six (6) months only and will expire automatically, at which time you are responsible for any renewal desired by you for another six (6) month term.

You assign to us your rights against the payee or any other holder of any check on which you have requested a Check Stop Payment, and you agree to cooperate with us in any legal action we may take against such persons. You should be aware that a holder of a check may be entitled to enforce payment against you notwithstanding an electronic stop payment order. Your obligations under this subsection will survive termination of this Agreement.

### **Account Alerts**

The account Alerts feature is a convenience tool that permits you to request automated notification in specific situations by text message or email. By setting up the Alerts feature, you authorize us to send the communications by email or text message, to any address or mobile number we have on file for you. Alerts do not replace standard communications you receive from us concerning your accounts. If you elect to receive Alerts by text messaging from us, you acknowledge that such messages will be automatically sent to your wireless access device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed or prevented by factor(s) affecting your access, including your Internet service provider(s), phone operator(s), and other relevant entities. We do not guaranty the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert; (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you for any Alert, at any time. Your wireless carrier's normal fees and charges, such as charges for text messages, will apply. The information in any Alert may be subject to certain time lags and/or delays. You may stop or suspend Alerts at any time.

### **YOUR CONSENT TO RECEIVE SMS TEXT AND EMAIL MESSAGING**

**By accepting these terms you expressly authorize us to send SMS text messages and emails to you regarding your accounts and financial transactions, in connection with the Services. We may send these messages to any mobile phone or email address we have in our records for you or your account. Message and data rates may apply. To cancel text alerts, you can either reply to a text from us and simply request to cancel or you may call us at #619-329-6565 at any time.**

### **Mobile Banking**

Mobile Banking provides wireless access to the Services, as well as the ability to deposit checks to your linked Accounts ("Mobile Deposit"). Some Services may not be accessible while using your wireless access device ("Wireless Access Device"). Additional Mobile Banking Services may be added to or removed by us from time to time. Some Mobile Banking Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated.

*Access and Use.* To utilize Mobile Banking, you must enroll through our online banking system. Once you have enrolled for Mobile Banking, designated accounts linked to your Security Codes will be accessible through your Wireless Access Device. Additionally, to access and utilize Mobile Banking you will need a compatible Wireless Access Device. Your Wireless Access Device must be Internet enabled and connected to the Internet through your mobile communications service provider. In order to properly use Mobile Banking, you should review and follow the instructions provided in our online banking system. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online and mobile application instructions and agree that you will contact us directly

if you have any problems with Mobile Banking. You also accept responsibility for making sure that you, and anyone acting on your behalf, know how to properly use the Wireless Access Device. If you obtain a different Wireless Access Device, you will be required to download and install software to that different Wireless Access Device, under the same terms set forth in this Agreement, as amended. You agree to delete all such software from your Wireless Access Device promptly if the licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party software providers, to substitute different software providers, and to enter into or arrange for the provision Mobile Banking Services by other licensors and third-parties.

You agree to exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by us or otherwise required for use of Mobile Banking and shall further prevent the use of Mobile Banking by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to Mobile Banking or disclosure of any confidential information or instructions by you, or anyone acting on your behalf.

*Hardware and Software.* You are responsible for obtaining and maintaining the compatible Wireless Access Device required to use Mobile Banking. To the extent we, in our sole discretion, provide any hardware in conjunction with Mobile Banking, the hardware will at all times remain the sole property of Endeavor Bank. Upon termination of Mobile Banking, you must promptly return any hardware that we provided to you.

To the extent Mobile Banking involves our having granted you software license (“software”) usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use Mobile Banking in connection with your use in accordance with this Agreement. Mobile Banking does not involve the sale of software. Nothing in this Agreement will entitle you to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, you agree to immediately destroy all copies of any software which had been downloaded to your Wireless Access Device or otherwise in your possession and control as part of your access and use of Mobile Banking. You acknowledge that your license to use any software that may be required for Mobile Banking is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by you or otherwise provided to you. By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking software, you will be evidencing your acceptance of the terms and conditions of those licenses. We may also condition your use of Mobile Banking upon you affirming such licenses by the use of "I Accept" or similar dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

*Mobile Deposit.* Refer to the “Remote Deposit Capture Service Addendum C” to this Agreement for further details applicable to your ability to make mobile deposits using your Wireless Access Device.

*Relationship to Third Party Agreements.* You agree that, when you use Mobile Banking Services, you remain subject to the terms and condition of your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider), and you agree to be solely responsible for all such fees, limitations, and restrictions. You also agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device or mobile services with your provider directly.

*Security of Data in Transition and Storage.* You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to Mobile Banking and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise stored on your Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, you acknowledge that your Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses, or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to

access the information being downloaded, or (ii) allow other persons access to your Wireless Access Device. You agree that any account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

YOU AGREE TO TERMINATE MOBILE BANKING, OR DISABLE YOUR REGISTERED WIRELESS ACCESS DEVICE FROM MOBILE BANKING IMMEDIATELY IN THE EVENT YOUR REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.

### **Security Interest**

You grant us a security interest in your accounts to secure the repayment of any obligation that you incur under this Agreement. The security interest provided under this Agreement is in addition to any other security interest we may have in your accounts or other assets. This security interest will survive termination of this Agreement.

### **Reserve Account**

You agree that you will, if requested by us at any time, establish one or more reserve accounts to be maintained with us in type (including time deposits) and amount satisfactory to us, to serve as collateral for and to secure your obligations to us under the Agreement. We may restrict or prohibit your access to any reserve account(s) and the funds on deposit in them, and we may hold such accounts following termination of the Agreement for a period of time sufficient to protect us against loss. We may increase or decrease the required reserve account amount from time to time, upon notice to you and you agree to provide immediately available funds to cover a reserve amount we request. In addition, we may transfer funds from another account of yours, or use funds payable to you or owed by us to you under the Agreement or due to a Service, and credit such funds to a reserve account if a deficiency exists between the available funds in your reserve account(s) and the amounts we specify as the required reserve amount.

### **Third Parties**

*Our Use of Third Parties.* You acknowledge and agree that we may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including our affiliates. You further agree that any such party is a third party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were us, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain Services may be dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable, or we determine in our sole discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability or delay of access.

*Your Use of Third Parties.* Notwithstanding the limitations described above pertaining to third parties, if you authorize a third party to access the Services on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing Service access rights to your agents or third party vendors, including but not limited to the risk of unauthorized or erroneous transactions. We will not be responsible, nor have any liability whatsoever for any services you receive from your agents or third party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third party vendor in connection with your access to the Services.

*Your Use on Behalf of a Third Party.* You will not use the Services or any Accounts to process for third parties or any other person unless we provide advance written approval which may require you to enter into additional terms and conditions. If any such approval is given, except as may otherwise be specified in writing by us in such approval, you represent and warrant that: (a) you are duly authorized by each third party to act on that party's behalf for all purposes necessary under this Agreement, and the third party is bound by and responsible for all acts or omissions taken by you; (b) you have obtained from the third party agreement to terms and conditions substantially similar to those contained in this Agreement; (c) the security interest given in Accounts is legal, valid and binding on the third party (to the extent of any property rights the third party may have in the Accounts or funds in them); (d) the third

party will cooperate with us in all ways reasonably requested by us, including the execution and delivery of such contracts and agreements between us and the third party as we may reasonably request; and (e) you and the third party are in compliance with all applicable Laws and Rules as may apply to your processing for the third party. You will from time to time provide us evidence reasonably satisfactory to us of the accuracy of each of the foregoing if requested by us.

### **Audit and Inspection**

We reserve the right, with prior notice to you, to enter upon your premises from time to time during regular business hours to verify that your operations and procedures are in compliance with the terms of the Agreement.

In connection with any such audit, you agree to furnish us with any documentation or information as is reasonably necessary to establish your compliance with the terms of the Agreement. If it is determined by us that additional procedures or controls need to be implemented by you, you agree to implement such procedures or controls within a reasonable period of time to be agreed upon by the parties.

In connection with our entry on your premises for the purpose of conducting an on-site audit or inspection, or in connection with providing support to you, we shall not be liable or responsible to you or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into your system, including any which allegedly delay, alter or corrupt your data, whether related to the transmission of check images or other data or whether caused by the equipment, software, Internet service providers, Internet browsers, or other parties providing communication services to or from us to you.

### **Service Fees and Charges**

Our current fees and charges are shown on our applicable schedule, which is available upon request. We may impose new fees and charges, or increase or change existing fees and charges. We will provide advance notice of these changes to you if required by law. Other fees may be assessed and billed separately by your Internet and/or telephone service provider. You agree to pay all fees and charges we impose. You authorize us to charge the designated Account and/or any other account you hold with us to cover your fees and charges. You also authorize us to charge you according to our then-current fee schedule.

### **Business Days**

Except to the extent otherwise provided in this Agreement and for the purpose of this Agreement, our business days are Monday through Friday, except holidays that we may observe.

### **Hours of Operation; Interruption in Services; Changes**

You will generally be able to use Services seven days a week, 24 hours a day. However, a Service may not be available due to system maintenance or circumstances beyond our control. Services may be added, cancelled or limited at any time or from time to time, with or without cause or notice (except as required by law).

### **Harm to Computer Systems/Data**

You agree that we will not be liable for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our site. We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components.

### **Disclaimer of Warranty**

We make no warranty of any kind, express or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with Services provided to you under this Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will be available and operational at all



times. Due to the possibility of human and mechanical errors, as well as other factors, the system website is not error-free, and all information is provided "as-is," without warranty of any kind. We make no representation and specifically disclaim any express or implied warranties to users of any third parties, including but not limited to, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

### **Confirmations and Periodic Statements; Duty to Examine**

You agree to examine any confirmations or monthly account statements promptly. You agree to notify us immediately if you think there is an error or an unauthorized transaction shown on a confirmation or account statement. If you fail to notify us promptly, but no later than 14 calendar days following the earlier of the statement or confirmation mailing date or the date we make the statement or confirmation available to you, then you agree that you cannot assert any error, problem or unauthorized transaction against us. If you fail to notify us of any such discrepancy within the time provided in this paragraph, you agree that we will not be liable for any other losses resulting from your failure to give such notice or for any loss of interest with respect to a transaction that is or should have been shown. Except to the extent expressly limited by applicable law, if you fail to notify us of any such discrepancy within one year of receipt of such confirmation or statement, you will be precluded from asserting the discrepancy against us. For purposes of this Section, you will be deemed to have "received" a periodic statement at the earlier of the time that: (a) we first make it available to you for pick-up; or (b) the statement or the information is mailed or otherwise made available to you electronically.

### **Limitation on Liability**

Except to the extent otherwise restricted by applicable law, we are responsible only for performing Services as expressly stated in this Agreement, and will be liable only for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct.

IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SERVICES, OR THE INABILITY TO USE THE SERVICES, IRRESPECTIVE OF WHETHER WE HAVE OR HAVE NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT TO THE EXTENT RESTRICTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF US FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL NOT EXCEED THE LESSER OF: (I) THE SERVICE FEES ACTUALLY PAID BY YOU AND RECEIVED BY US FOR THE SIX MONTHS IMMEDIATELY PRECEDING THE COST OR LOSS, WHICH WILL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE COST OR LOSS OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU SHOULD HAVE BECOME AWARE OF THE COST OR LOSS; OR (II) THE SUM OF \$10,000.

You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services. You acknowledge that Service fees have been established in contemplation of: (A) these limitations on our liability, (B) Your agreement to review statements, confirmations, and notices promptly and to timely notify us of any discrepancies or problems; and (C) Your agreement to assist us in any loss recovery effort.

In addition to our right to reject transactions as provided elsewhere in this Agreement and our other agreements with you, we will not be obligated to honor, in whole or in part, any transaction or instruction or Communication which:

- Is not in accordance with any term or condition applicable to the relevant Service or Account;

- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to hold, dispute, restriction or legal process we believe prevents their withdrawal, transfer or availability;
- Would result in us exceeding any limitation of our net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable law, rule or regulation, or any guidance or directive of any federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

### **Indemnification**

Except to the extent that we are liable under the terms of this Agreement or pursuant to applicable law or regulation, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from: (1) an Account; (2) the performance of a Service; (3) a third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (4) any fraud, manipulation, or other breach of these terms; (5) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you over the terms and conditions of an agreement, purchase or sale of any goods or services; (6) your violation of any Laws or Rules or of the rights of a third party; (7) your use, or the provision of Services or use of your Account by any third party; or (8) any transaction or instruction or Communication from you to us. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without the prior written consent from us. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative. This indemnification provision will survive termination of this Agreement.

### **Collection**

If we initiate collection proceedings against you in an effort to recover any amounts owed, you agree to reimburse us for all costs and expenses, including attorneys' fees. "Attorneys' fees" includes reasonable charges for the time expended by in-house counsel.

### **Refusal to Process or Delay in Processing**

We may delay or refuse to process any requested Service, including payment orders or other money transactions, or any other Communication from you. We may do so for any reason or for no reason. We may provide notice to you, but are not obligated to do so. We may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in your affected Account; (b) the Communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any Laws or Rules applicable to you or to us; or (f) for any other reason under this Agreement. In addition, we shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

### **Services Not Substitute for Legal, Tax, or Financial Advice or Planning**

You acknowledge that the Services, Endeavor Bank, its employees and service providers are not intended to provide legal, tax or financial advice or planning. The Services are merely a tool for use to assist your independent decision-

making and have not been designed in contemplation of your specific needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Services, you represent that you will have obtained appropriate and independent legal and tax advice regarding the same, as you deem appropriate.

### **Credit Criteria; Ownership Change Notice**

We may, in our sole discretion, and you hereby authorize us to, perform credit reviews of you in accordance with our credit criteria. You shall, upon our request, provide us with any credit-related information and assistance as we may require to perform any such review. You agree to provide us with financial statements or other information regarding your financial condition upon our request.

Without limiting the foregoing, you agree to provide us with at least 30 days advance written notice of: (i) any material (20% or greater) change in your ownership; (ii) any material change in type, scope or nature of your business; and (iii) any anticipated material (20% or greater) increase in the amount or volume of your use of the Services to facilitate transfers to third parties over the preceding calendar quarter.

### **Electronic Signatures, Contracts and Records.**

When any Service generates items or transactions to be charged to your Account, you agree that we may charge the affected Account without requiring your signature on an item and without prior notice to you. Any transactions or communications resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been “a writing” and authenticated by you “in writing” for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been “signed” and to constitute an “original” when printed from records established and maintained by us or our authorized agent in the normal course of business.

You agree that we may contract and communicate electronically with you, including execution and retention of contracts, documents, and certifications, electronically. You agree not to contest the authorization for, or validity or enforceability of, our electronic records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our request, you agree to manually sign or place your signature on any paper original of any record, contract or “signed” document which we provide to you containing your purported signature.

### **Third Party Content**

We may receive, process, and make available to you content that we receive from you and others. In this regard, we are merely a passive conduit for such content, although we reserve the right to block or remove any content that we believe violates this Agreement. We assume no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that you or others provide to us, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. We will not have a duty to interpret or evaluate any content transmitted to us or through our website or Services, except to the limited extent, if any, set forth in this Agreement. We will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content we receive from you or third parties. We will not have a duty to notify you about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on our website, even if we have reason to know of its existence. Use of any content you obtain from our website is at your own risk.

### **Our Intellectual Property**

You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Services and our name and

product names and the website's URL (collectively, by the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this Agreement or otherwise.

You may not distribute, use, reproduce, duplicate, copy, publish, sell or otherwise transfer (i) any portion or element of the Services or the Intellectual Property (ii) use of our website, Services or Intellectual Property, or (iii) access to our website Services or Intellectual Property. Further, you may not (a) create derivative works of any portion or element of our website, Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Services; (d) modify or erase any copyright or trademark notice we place at our website; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the site or a list of our content or site users, or use computer programs (sometimes known as "scraper," "spiders," "robots," or "bots") to systematically access and download data; (f) access the Services by any means other than via our website; (g) frame our website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or Intellectual Property. You agree to comply with the terms of any license agreement we make available to you with any software.

### **User Conduct**

You agree not to use the Service or the content or information in any way that would: (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; or (i) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

### **No Commercial Use or Re-Sale**

You agree that the Service is only for your use and the individuals you authorize to access the Services on your behalf. You agree not to make any commercial reuse of the Service or resell, lease, rent or distribute access to the Service.

### **Cumulative Remedies**

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.

### **Delays/Force Majeure**

Our obligations shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond our control.

### **Severability**

Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this Agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

### **Entire Agreement**

This Agreement contains the entire agreement between the parties and no statements, promises or inducements made by either party or agent of either party that are not contained in this written Agreement or other documents referenced by this Agreement.

### **Choice of Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of California, except where preempted by federal law.

### **Amendment of this Agreement**

We may amend, add to or change this Agreement (including changes in its fees and charges, or Services). We will provide notice of amendments, additions or changes if required by law. Your continued use of the Services will constitute your consent to the amendments, additions or changes.

### **Waiver**

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

### **Assignment**

We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or obligations under this Agreement, and any effort by you to do so is unenforceable at our election.

### **Termination; Suspension; Delay**

We may terminate or suspend this Agreement and any service provided hereunder at any time. We will provide electronic or written notice of termination to you. Except to the extent restricted by law, we reserve the right to terminate or to discontinue support of any Service, or delay or refuse processing any transaction, without notice. Without limiting the foregoing, if you do not use this Service for any six-month period, we reserve the right to discontinue your Service without notice to you. To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed to us under this Agreement. This right of set off does not extend to any Keogh, IRA account, or similar tax-deferred deposit. You may terminate this Agreement upon 30 days written notice to us. Termination of this Agreement will not affect any rights we may have, or any obligations you may have, as to any transaction or Services caused or attempted by you before termination.

### **Providing Personal and Financial Information**

You agree to provide true, accurate, current and complete personal and financial information about yourself and about your affiliates as requested. You agree to not misrepresent your identity.

**Your execution of the Enrollment constitutes your acknowledgement and acceptance of the terms and conditions of this Agreement, together with each applicable Addendum, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, each as amended by Endeavor Bank from time to time.**

## **Addendum A**

### **Automated Clearing House (ACH) Origination Service**

This Addendum forms part of the Endeavor Bank Commercial Online Banking Agreement (“Agreement”) agreed to by you. In the event of conflicts between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. Defined terms in this Addendum shall have the meaning provided in the Agreement, unless otherwise defined in this Addendum.

The ACH Service allows you to initiate credit and/or debit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (“NACHA”) and the local Automated Clearing House Association (the "Rules"). We are willing to act as an Originating Depository Financial Institution (“ODFI”) with respect to such Entries. Accordingly, you may submit ACH Entries to us in accordance with the terms and conditions of this Agreement. An Entry is considered executed when we execute it. You are responsible for all Entries to the fullest extent provided by law and as set forth in this Agreement.

*Same-Day Entries.* Subject to our prior approval, the ACH Service permits you to elect to have your ACH Entries originated on a “same-day” basis, for settlement on the same day as the Effective Entry Date. Eligible ACH Entries received on a business day by the applicable cutoff hour for same-day Entries, will be treated as a “same-day” ACH Entry. For this purpose “eligible ACH Entries” will mean ACH Entries: (i) received on a business day by the cutoff hour for same-day Entries, (ii) subject to our right to place additional dollar limitations, that are \$100,000 or less, and (iii) that contain an effective Entry date for the same day as receipt, or a stale or invalid date. We do not represent, warrant or otherwise guarantee that receiving depository financial institutions will post same-day ACH Entries by applicable deadlines. We may utilize same-day processing for any Entry that qualifies as an “eligible” same-day Entry even if you did not intend the Entry to be processed using same-day processing. In such cases, you are still responsible for all fees associated with same-day processing.

*The Rules.* A copy of the Corporate Edition of the Rules can be purchased from NACHA at [www.NACHA.org](http://www.NACHA.org). You agree to obtain a copy, to understand and be familiar with the Rules, and to be responsible for keeping up to date with changes in the Rules. You agree that information or advice you receive from us as to the Rules or the operation of the Rules is not legal advice and is not a substitute for your obligation independently to understand and comply with the Rules.

*Security Procedures.* In addition to the Security Codes, you and the Bank may agree to certain procedures as identified in the separate Commercial Online Banking Agreement Enrollment and Acceptance (the “Enrollment”) which are designed to verify the authenticity but not errors in transmission or content. The Security Codes together with the security procedures agreed upon in the Enrollment shall collectively be the “security procedures” for the purpose of authenticating ACH Entries submitted in your name pursuant to the Agreement. In the absence of procedures reflected in the Enrollment or the lack of a separate applicable agreement addressing the agreed upon security procedures, you agree that the applicable security procedures customarily followed by us for ACH Entries will be deemed to be the security procedures for the purpose of this Addendum. If we take any action not provided in the security procedures in connection with any ACH Entry, such additional action shall not be deemed to become a mandatory part of the continuing security procedures. Before using the ACH Service and before sending an ACH Entry transmission request to us, you agree to review the security procedures and confirm whether they will provide a commercially reasonable method for verifying whether an ACH Entry transmission request is yours.

*Processing Entries.* You shall transmit credit and debit Entries to us in compliance with the formatting and other requirements set forth in the Rules and the Supporting Documents. The ACH Service will start on a date agreeable to us after all set up requirements have been completed.

You will not submit individual or total monthly Entries in excess of the maximum limits established by us and reflected in the Agreement or the Supporting Documents, as amended from time to time. The parameters and variations of the limits shall be set at our discretion, including but not limited to limits based on dollar amounts and/or Standard Entry Class Code types. You will not divide a transaction into more than one Entry in order to avoid these limitations. We

may adjust these limitations from time to time, at our discretion. Our processing of Entries in an amount greater than the established limit(s) shall not be deemed a waiver of this provision. We may cease processing Entries in a greater amount at any time without prior notice.

You may not originate Entries using Standard Entry Class Codes other than CCD, CTX or PPD without prior notice to and written approval from us. We may require you to submit an application in form and content acceptable to us, and your execution of supplemental schedules, agreements and other documents as we may require, as a condition precedent to your use of other Standard Entry Class Codes. By way of example, the foregoing restrictions and requirements may apply to your use of ARC, RCK, BOC, POP, WEB, IAT or TEL Standard Entry Class Codes, or if you are engaging in cross-border (International) transactions. We may block unapproved use of a Standard Entry Class Code or an unapproved cross-border transaction.

Except as provided below for On-U.S. Entries, we shall: (i) process Entries received from you to conform with the file specifications set forth in Rules, (ii) transmit such Entries as an ODFI to an ACH Operator selected by us in our sole discretion ("ACH Operator"), and (iii) settle for such Entries as provided in the Rules. We shall transmit or complete the necessary authorizations for ACH Entries by the deadline of the ACH Operator, one business day prior to the Effective Entry Date shown in such Entries, provided: (a) such Entries are received by our related cutoff time on a business day, (b) the Effective Entry Date is at least two business days after such business day, and (c) the ACH Operator is open for business on such business day. Entries shall be deemed received by us when the transmission and compliance with any related security procedure is completed. If any of the requirements of this paragraph are not met, we may use reasonable efforts to transmit such Entries to the ACH by the next deadline of the ACH Operator which is a business day and a day on which the ACH Operator is open for business.

*On-U.S. Entries.* In the case of an Entry received for credit to an account maintained with us (an "On-U.S. Entry"), we shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in this Agreement are met. If said requirements are not met, we may use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

*Notice of Returned Entries.* We will notify you by phone or electronic transmission, including email of the receipt of a returned Entry from the ACH no later than one business day after the business day of receipt. Except for an Entry retransmitted by you in accordance with the requirements of this Agreement, we shall have no obligation to retransmit a returned Entry to the ACH if we have complied with the terms of this Agreement with respect to the original Entry.

*Prenotifications.* If you choose to originate non-dollar prenotification Entries to verify the accuracy of routing and account numbers, you agree not to initiate live dollar Entries until at least three (3) business days following the Settlement Date of the prenotification Entry. Prenotifications must be provided to us in the format provided in the Rules. If you receive notice that a prenotification has been rejected or returned, you agree to research the problem and make any necessary corrections before transmitting another Entry.

*Notifications of Change.* We will notify you of all Notifications Of Changes (NOC) received by us relating to Entries transmitted by you to us, no later than two business days after the business day of receipt. Notice by us, in our discretion may include notice by email to you. You must make the changes specified in an NOC or corrected NOC: (a) within six business days of receipt or prior to initiating another Entry to the Receiver's account, whichever is later; or (b) as otherwise required in the Rules, if the Rules specify a different time for correction.

*Prefunding; Payment.* We may designate you as "ACH Prefunding," and we may change your designation to or from ACH Prefunding at any time, with or without cause and at our sole discretion. We will inform you of your designation as ACH Prefunding, and of any change in the designation.

You will pay us, in immediately available funds, an amount equal to the sum of all credit Entries or debit Reversals related to Entry data delivered to us at such time as we may from time to time designate or, if not otherwise designated: (a) if you are not designated ACH Prefunding, no later than two business days prior to the Effective Entry Date; and (b) if you are designated ACH Prefunding, no later than the date of transmittal of the related Entry data to us or at such other time as we may have established for you.

*Electronic Tax Payment Service.* The Electronic Tax Payment Service allows you to originate federal and state tax payments using the Service. To facilitate the Electronic Tax Payment Service, you appoint us to act as your agent for the purpose of making tax payments and deposits on your behalf. Upon our request, you agree to execute such additional enrollment forms and authorizations as we may request. You authorize us to release account and tax payment information to any taxing authority in performing the Electronic Tax Payment Service and to confirm payments.

YOU MUST BE PRE-ENROLLED WITH THE FEDERAL AND/OR STATE TAXING AUTHORITIES PRIOR TO USING THE ELECTRONIC TAX PAYMENT SERVICE. You warrant that you are enrolled in the Electronic Federal Tax Payment System (EFTPS) and have selected the ACH Credit option. You also warrant that all special requirements of the EFTPS system have been met. You also warrant that you have completed appropriate enrollment requirements with each state taxing authority, as applicable.

You are solely responsible for determining the amount of any taxes due and transmitting the correct payment information in accordance with the Service requirements. You must furnish us with complete and accurate tax payment information. We are not responsible for: (i) determining the correctness of any tax computation or payment; (ii) questioning the timing or amount of the payment; (iii) determining or questioning the correctness of any report or information submitted by you (even if it appears incorrect on its face); or (iv) any penalty which may be imposed if you instruct us to make a payment after our cutoff time or the date the tax payment is due.

We will notify you orally, electronically or in writing if we are unable to process any payment in the manner attempted by the Electronic Tax Payment Service, and will do so no later than the business day following the payment date. If you fail to maintain sufficient collected and available funds in your account, we may refuse to perform the tax payment. If any payment is rejected, it will be your responsibility to resubmit the payment instruction. If you do not have sufficient or available funds, you may be charged an insufficient funds fee and any other fees or charges applicable to the transaction.

When we receive your payment instruction to make a tax payment, we will charge your Account for the amount of the payment(s). The funds may be held by us as a non-interest bearing deposit liability to you, but will not be held in trust. Until we make your tax payment(s), your funds will be subject to offset for legal process, or any debts owed to us.

You assume the risk of any failure to submit payment instructions to us in a timely and correct manner. Payments should be submitted at least two business days prior to the due date. Any interruption of the Electronic Tax Payment Service, regardless of the reason, will not relieve you of your obligation to make a tax payment or report. You are ultimately responsible for promptly making any required tax payment or report. You are responsible for promptly making required tax payments by another means in the event there is an interruption in the Electronic Tax Payment Service. You agree to be bound by the Rules, as amended from time to time, and all laws and regulations of the United States.

You acknowledge that our employees are not authorized or permitted to give tax advice to you. You agree not to seek or place any reliance upon tax advice from us or our employees. If the Electronic Tax Payment Service is not used for a period of ninety (90) days, the Electronic Tax Payment Service may be removed or disabled.

To cancel an Electronic Tax Payment Service Communication and the payment instruction that you have scheduled, you must cancel online prior to the cutoff time on the processing date. Payments cannot be cancelled after this time. We may, at our discretion, seek to assist you in attempting to cancel or amend any payment but are not obligated to do so. If we do, you will indemnify us in accordance with the Agreement for any losses we may suffer in connection with our efforts.

*Your Representations and Warranties.* In addition to the representations and warranties provided by you under the Agreement, with respect to each and every Entry initiated by you, you represent and warrant to us and agree that:

You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire and other documents related to Entries for a period of six years.



Without limiting the foregoing, each person as the Receiver of an Entry received by us from you has authorized the initiation of such Entry, and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry. You will provide us with a copy of such authorization whenever requested to do so within five business days. Such authorization is operative at the time of transmittal or crediting / debiting by us as provided herein;

Entries transmitted to us by you are limited to those types of credit or debit Entries set forth in this Agreement;

If the amount of a debit Entry to a Receiver's account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, you will, at least ten days before the Effective Entry Date of such debit Entry, send the Receiver written notice of the amount of such debit Entry and its Effective Entry Date, unless the Receiver has previously been notified of Receiver's right to receive such notice and Receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount;

If any change is made by you in the scheduled Effective Entry Date of one or more debit Entries, you will, at least seven days before the Effective Entry Date of the first such debit Entry to be affected by such change, send the Receiver a written notice of the new Effective Entry Date(s) of such Entry or Entries;

You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver as provisional until receipt by the RDFI of final settlement for such Entry;

You specifically acknowledge that you have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry;

You will not use the ACH Service to collect: (i) payments for goods or services sold by third parties; (ii) payments relating to adult entertainment, gambling services, or child pornography; (iii) obligations owing to third parties; or (iv) obligations related to cash advances by you;

You hereby make the same representations and warranties to us with respect to Entries sent by us to an ACH Operator upon your authorization as we are deemed to make under the Rules, and we shall have no responsibility with respect to matters so represented and warranted by you; and

You will not submit debit Entries that result from a sale of goods or services by a third party to the Receiver.

You agree to indemnify us against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

*Retention.* In addition to any retention obligations of yours under this Agreement, you agree to retain and make readily available to us on request all information necessary to remake any files of Entries for ten business days following the Settlement Date.

*Audit.* In addition to the audit commitments provided under the Agreement, if transactions you conducts involve some use of the Internet, then you agree to conduct an internal security audit at least annually to ensure that the financial information obtained from Receivers is protected by security practices and procedures ("security audit") that include, at a minimum, adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; (iii) network security to ensure secure capture, storage, and distribution of financial information; and (iv) any other items identified in the Operating Guidelines of the Rules. Upon our request, you agree to have an external security audit conducted within sixty (60) days of the request. The external security audit will include the same items described in this paragraph for an internal security audit. You agree to provide us with a copy of each internal and external audit report, as applicable, in a format acceptable to us within (30) days from the completion of the audit.

Without limiting the foregoing, you specifically agree to establish data security policies, procedures and systems as required by the Rules. This requires you to:

- Protect the confidentiality and integrity of Protected Information;
- Protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and
- Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

Such policies, procedures, and systems must include controls that comply with applicable regulatory guidance on access to all systems used by you to initiate, process and store Entries. NACHA defines Protected Information as the nonpublic personal information, including financial information, of a natural person used to create or contained within an Entry and any related Addenda record.

**Your execution of the Enrollment constitutes your acknowledgement and acceptance of the terms and conditions of this Addendum, together with the Agreement and each additional applicable Addendum, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, each as amended by Endeavor Bank from time to time.**

## **Addendum B**

### **Wire Transfer Service**

This Addendum forms part of the Endeavor Bank Commercial Online Banking Agreement (“Agreement”) agreed to by you. In the event of conflicts between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. Defined terms in this Addendum shall have the meaning provided in the Agreement, unless otherwise defined in this Addendum.

You are responsible for all wire transfer requests (“Requests”) to the fullest extent provided by law and as set forth in this Agreement. We may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer, internal transfer) to be used when acting on upon your Request. A Request is considered executed when we execute it.

*Security Procedures.* In addition to the Security Codes, you and the Bank may agree to certain procedures as identified in the separate Commercial Online Banking Agreement Enrollment and Acceptance (the “Enrollment”) which are designed to verify the authenticity but not errors in transmission or content. The Security Codes together with the security procedures agreed upon in the Enrollment shall collectively be the “security procedures” for the purpose of authenticating Requests pursuant to the Agreement. In the absence of procedures reflected in the Enrollment or the lack of a separate applicable agreement addressing the agreed upon security procedures, you agree that the applicable security procedures customarily followed by us for Requests will be deemed to be the security procedures for the purpose of this Addendum. If we take any action not provided in the security procedures in connection with any Request, such additional action shall not be deemed to become a mandatory part of the continuing security procedures. Before using the Wire Transfer Service and before sending a Request to us, you agree to review the security procedures and confirm whether they will provide a commercially reasonable method for verifying whether a Request is yours.

*Payment Account Designation.* When you initiate a Request you authorize us to charge the designated Account for the amount of the payment, plus any applicable fees and charges imposed by us or by any intermediary bank. Each Request authorizes us and any intermediary bank to obtain payment for fees and expenses, including our and those of any (including subsequent) intermediary bank(s). We and any intermediary bank may obtain payment by issuing a payment order in an amount that is reduced by the amount of these fees and charges. We may but are not obligated to provide you with advance notice of intermediary bank fees and charges. You agree that we may retain or be paid a portion of any fees or charges imposed or collected by an intermediary bank. You agree that if an intermediary bank is used whose fees and charges are not disclosed to you in advance, then we are not liable in any manner whatsoever for any losses or damages you may suffer as a result of that our processing a payment order in an amount less than the payment order given requested by you.

*Foreign Transactions.* Requests to beneficiaries within the United States will be made only in U.S. Dollars. If you request a funds transfer to a foreign country, including in United States Dollars or in a currency other than United States Dollars, we may transfer the payment in the currency of the beneficiary our country at any exchange rate chosen by us. If a Request is returned, you agree that the exchange rate for conversion of the foreign currency into United States Dollars may differ from that used by us to process the initial Request. You should not expect our foreign exchange rate to be the same as rates quoted from time to time online or in non-bank publications. You agree that we may not be held liable for any loss or damage due to any act, error, or omission of any international correspondent, domestic receiving bank or agent, including the failure of the international correspondent, domestic receiving bank or agent to locate, or error in identifying the named payee, or from failure to effect payment, or due to any other cause whatsoever beyond our control, including the demise or failure of the international correspondent’s domestic receiving bank or agent. For any incoming or outgoing wire transfers involving non U.S. Dollars, foreign exchange rate quotes provided by us may not be considered a foreign exchange contract or guaranteed unless we notify you that a contract or guarantee applies. Foreign exchange rates are constantly changing due to market conditions and may vary based upon the particular currency, transaction amount, time of day, market volatility, and/or other factors influencing the liquidity and our pricing for such currency, and you acknowledge and accept the risk of such fluctuations. Further, the exchange rate used for each particular transaction may be based upon normal retail exchange rates reflecting market conditions, which will be different from the wholesale (bank-to-bank) published rates. FDIC deposit insurance does not insure against any loss due to foreign currency fluctuations. We are not responsible for losses incurred as a

result of the foreign exchange rate applied to the conversion from U.S. Dollars to foreign currency. The foreign exchange rate may include a commission to us for exchanging the foreign currency.

*Subject Rules and Regulations.* You acknowledge that any Request executed by us will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations. You acknowledge and agree that we may capture and transmittal information regarding a Request (for example, beneficiary's name and address, other beneficiary identifiers and beneficiary's account number) as part of the processing of a Request. You agree to assist us in connection with any requirements imposed on us fulfilling our obligations in this regard.

**Your execution of the Enrollment constitutes your acknowledgement and acceptance of the terms and conditions of this Addendum, together with the Agreement and each additional applicable Addendum, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, each as amended by Endeavor Bank from time to time.**

## Addendum C

### Remote Deposit Capture Service

This Addendum forms part of the Endeavor Bank Commercial Online Banking Agreement (“Agreement”) agreed to by you. In the event of conflicts between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. Defined terms in this Addendum shall have the meaning provided in the Agreement, unless otherwise defined in this Addendum.

The Remote Deposit Service enables you to use a software application together with your Wireless Access Device or other scanning hardware maintained by you to create electronic images of the front and back of certain Original Checks (defined below) and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with this Agreement. To enable Remote Deposit using your Wireless Access Device you will need to first activate the Mobile Banking feature.

*Definitions.* In addition to the terms otherwise defined in this Agreement, the following terms will have the meaning provided in this “Remote Deposit” Section:

*"Check"* means an Original Check, as defined in Regulation CC.

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

*"Imaged Item"* means the digitized image of a Check that is created by you and transmitted to us using the Remote Deposit Service.

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

*"Item"* means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or indorsed to you, and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.

*"Remote Deposit Service"* means the Remote Deposit Service described in this Agreement, to be provided by us to you to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by us and our licensors and contractors in connection with the electronic processing of Items.

*"Non-cash Item"* means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

*"Non-qualifying Item"* means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, Items payable to joint payees (unless payable to the payees alternatively and deposited into an account in the name of all payees), drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months or more or post dated, savings bonds, Items payable to “cash,” Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds your transaction limitations as established by us from time to time.

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

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

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

*"Substitute Check"* means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

*"UCC"* means the Uniform Commercial Code as enacted and amended in California.

*"United States Financial Institution"* means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

*Your Responsibilities.* In connection with the Remote Deposit Service, you agree to comply with the following:

- Each processed Imaged Item must be transmitted in compliance with the terms and conditions of this Agreement;
- The Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time you converted the Original Check to an Imaged Item;
- The Imaged Item contains all indorsements applied by parties that previously handled the Original Check in any form for forward collection or return;
- There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. You agree to indemnify and defend us against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check;
- Except as otherwise specifically disclosed in writing to us, you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in you being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations;
- You will not engage in any activity directly or indirectly related to the use of the Remote Deposit Service that is illegal or fraudulent;
- You will only submit Checks for processing to us that meet the definition of "Item" as provided in this Agreement and will ensure that the Items scanned meet the standards for image quality established by the American National Standard Institute (ANSI) required by Regulation CC, or other standards established or required by us or applicable law, as amended from time to time. You will not process any Non-qualifying Items. Our processing of any Non-qualifying Items shall not constitute a waiver by us or obligate us to process such Non-qualifying Items in the future. You agree that we may discontinue processing of Non-qualifying Items at any time, without cause or prior notice;
- You will not attempt to scan and transmit to us any third party checks, or any Item which is drawn on a deposit account of yours with us or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer;

- You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the deposit account agreement;
- You will (i) ensure that, prior to scanning, Items are restrictively indorsed “FOR REMOTE DEPOSIT TO ENDEAVOR BANK, XX/XX/XX,” (ii) handle, process, maintain and destroy Original Checks as set forth in this Agreement and in the supporting documentation, and (iii) ensure that no financial institution (depository, collecting or payor), drawee, drawer or indorser receives presentment or return of, or otherwise is charged for an Item more than once in any form (no second presentment);
- You will balance the dollar amount of each deposit to the sum of Checks prior to transmitting to us;
- You will: (i) maintain a daily control record of all Checks, including transaction counts and dollar amounts; and (ii) balance transactions transmitted from the previous day and immediately notify us of any error or discrepancy discovered;
- You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating with us in any investigation and resolving any unsuccessful or lost transmissions;
- Except to the extent otherwise expressly agreed by us, you will provide, at your own expense, a broadband Internet connection, such as via a digital subscriber line (DSL) or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including but not limited to a compatible web browser, and other equipment and supplies required to use the Remote Deposit Service, all of which must satisfy any minimum requirements set forth in the Supporting Documents or as otherwise may be acceptable to us. Except to the extent otherwise provided in this Agreement or the Supporting Documents, you will provide, or obtain from another party selected by you at your expense, support and maintenance of such Internet connection and all other computer hardware, software, and equipment required to use the Remote Deposit Service, including without limitation troubleshooting Internet connectivity issues with your internet service provider (ISP).
- You shall be responsible for installing and implementing any changes and upgrades to the Remote Deposit Service as required by us within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Remote Deposit Services. You will ensure that your Wireless Access Device or other scanning equipment is clean and operating properly, and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes;
- If not directed otherwise by us, you will store Original Checks in a safe and secure environment for a minimum of 14 days and a maximum of 60 days after such Item has been digitized and processed. You shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to Original Checks, (b) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties; (c) such Checks will not be duplicated or scanned more than one time; and (d) such Checks will not be re-deposited or renegotiated in any form. You will promptly (but in any event within 5 business days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deem necessary. You will use a commercially reasonable method which is consistent with any requirements of ours and Regulation CC and to securely and permanently destroy Original Checks after your retention period has expired;
- You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will in our discretion be: (i) re-presented to the Payor Financial Institution; or (ii) returned to you and your account charged for the amount of the Item plus any associated fees as

disclosed in our applicable fee schedule, which may be changed from time to time in our discretion. You agree that Items may be returned as Image Exchange Items, rather than Substitute Checks. Our right to charge your account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to us; and

- You agree to make all encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

*Processing.* For all Imaged Items processed pursuant to this Agreement, either: (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. Your account will be provisionally credited upon our acceptance of Imaged Items for deposit which are received by us from you through the Remote Deposit Service.

We will process any returned Items in accordance with applicable law and the deposit account agreement. Availability of credit from Items processed under this Agreement will be subject to our then current availability schedule, which may be amended by us from time to time. We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. We may from time to time establish and amend exposure limitations and assign them to you.

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

You agree to view the images of each scanned Item that is sent to us. If Item information received by us is not complete or cannot be processed by us for any reason, we may reject the Imaged Item, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to your account. You will be responsible for verifying our receipt of your transmissions by verifying that deposits have been posted to your account.

If an Imaged Item is not accepted for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, we reserve the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the Check.

*Equipment.* You agree to use only scanner equipment and software that are compatible with our service specifications, and aside from use of your Wireless Access Device, you agree that you shall not use any scanner equipment purchased or provided by a third parties without our prior written consent. You agree to ensure that the equipment is clean and operating properly, and will inspect and verify the quality of images and ensure that the digitized images of Original Checks are legible for all posting and clearing purposes. You further agree to be solely responsible for verifying the compatibility of any equipment used with the Remote Deposit Service.

To the extent we provide access to equipment for your use of the Remote Deposit Service (“Bank-Provided Equipment”), you agree not to remove the Bank-Provided Equipment from your place of business, you will be responsible for the maintenance of the Bank-Provided Equipment and we may require your use of the same to be subject to additional terms. If any Bank-Provided Equipment is lost, stolen, or damaged in such a manner that you cannot comply with the capture, transmission, processing, and other applicable procedures and requirements of Agreement, you agree to inform us and to then obtain and substitute new equipment that is acceptable as shown in the supporting documentation, before you continue using the equipment and the Remote Deposit Service. If your use or



maintenance resulted in damage to any Bank-Provided Equipment, you agree to reimburse us on demand for our costs to repair the equipment, or to replace the equipment if repair is not reasonably feasible. Upon termination of the Remote Deposit Service, your right to use the Bank-Provided Equipment shall terminate and you agree to return the scanner and all program materials within 10 calendar days (or we shall charge you the replacement cost of the scanner).

We assume no liability for any computer virus or related problems arising in connection with your use of equipment, including Bank-Provided Equipment, and you agree to indemnify, defend and hold us harmless for any losses, damages, costs and expenses resulting directly from any computer virus or related problems we may suffer or incur from any computer virus or related problem caused by you.

*Reserves; Security Interest; Held Funds.* In addition to any other rights we may have under this Agreement and otherwise with regards the accounts of yours, we may hold and use funds in any account following termination of this Agreement for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the UCC, Regulation CC, The Clearing House ECCHO Rules (as applicable), and the rules of any image exchange network, our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check.

*Your Indemnification Obligation.* In addition to any indemnification obligations you have under the Agreement, and except to the extent expressly prohibited by applicable law, you agree that you will indemnify and hold us harmless against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) any fine, penalty or sanction imposed on us by, any clearing house, or any governmental entity, arising out of or connected with any Imaged Item processed by us for you or at your instruction; (ii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to us; (iii) any loss or corruption of data in transit from you to us; (iv) any claim by a third party resulting from our breach of warranty regarding the paid status or image quality of a check you have presented through the Service; or (v) any claim by any recipient of a Substitute Check corresponding to a Check processed by you under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check.

*Our Liability.* In addition to our limitations on liability that may be stated elsewhere in the Agreement and the deposit account agreement, and except to the extent prohibited by applicable law or regulation, we will not be liable to you for any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than our breach of contract, gross negligence or willful misconduct), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature.

**Your execution of the Enrollment constitutes your acknowledgement and acceptance of the terms and conditions of this Addendum, together with the Agreement and each additional applicable Addendum, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, each as amended by Endeavor Bank from time to time.**

## Addendum D

### Positive Pay & ACH Blocking/Filtering Services

This Addendum forms part of the Endeavor Bank Commercial Online Banking Agreement (“Agreement”) agreed to by you. In the event of conflicts between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. Defined terms in this Addendum shall have the meaning provided in the Agreement, unless otherwise defined in this Addendum. The term “System” in this Addendum shall refer to the online banking platform providing the Service.

You acknowledge that this Addendum covers the Positive Pay & ACH Filtering/Blocking Service to be provided by us and, except as specifically provided in this Addendum, does not cover the handling of the Account or the processing of checks or electronic funds transfers against the Account. As a result, the Account will be subject to, and our operation of the Account will be in accordance with, the terms and provisions of our deposit account agreement governing the Account, a copy of which you acknowledge having received.

*Exception Decisions.* All exceptions must be reviewed and decided by you by the applicable cutoff hour or the System will apply the pay/return default, as applicable, to the entire file. Returns may be returned with any reason code determined in our discretion, including “Refer to Maker.”. You agree to promptly provide your affidavit in support of returns for reason unauthorized, upon our request.

#### *Positive Pay Service.*

- The Positive Pay Service provides certain account services through an automated check matching system. Your lists of checks recently issued will be compared against the amounts and check numbers of the checks that actually clear against the specified account(s) activated for the Positive Pay Service. You agree that we will only be obligated to match the check number and dollar amount from the Check Issue File (defined below) and that we may in its sole discretion, but is not obligated to, match additional data provided in the Check Issue File (“Additional Data”). Regardless of whether we decide to match against Additional Data, and notwithstanding the fact that Additional Data may be included in the Check Issue File, you further agree that we will not be liable to you and you agree to hold us harmless from loss or liability resulting from our action or inaction with respect to Additional Data. Our determination to match Additional Data in any case will not obligate us to continue to do so in other instances. Notwithstanding the foregoing, we may agree to our review of Additional Data, subject to additional terms, fees and conditions.
- “Payee Positive Pay” refers to the optional feature whereby we agree to attempt to compare the payee name as provided in your Check Issue File against presented items. You must be specifically enrolled in Payee Positive Pay for this feature to apply, otherwise, payee information will be deemed Additional Data, as described above. You expressly agree that we will only make a reasonable attempt to compare the payee name and that in any event, we will not be liable to you and you agree to hold us harmless from loss or liability resulting from our action or inaction with respect to the Payee Positive Pay feature. You further agree that our ability to more accurately attempt to compare payee names will be dependent on your compliance with our requirements and strong recommendations enumerated in Supporting Documents, including but not limited to, typing payee names in all uppercase with 12-point font size, spacing between font pitch, and ensuring background images or watermarks do not hinder capturing check images. Furthermore, you acknowledge that payee names listed on checks must match exactly the name listed in the Check Issue File (for example, payee on check “JOHN DOE” cannot be listed on the Check Issue File as “DOE, JOHN”).
- You must submit a file (“Check Issue File”) to us prior to the applicable cutoff hour, on the day of issuance of any checks against accounts that are subject to the Positive Pay Service. The Check Issue File must be in the format and contain the information specified by us.
- The term “presented item(s)” shall mean checks that are presented for payment against your Account through the normal check collection system. Presented items that do not match an item included in a Check Issue

File, pursuant to this Addendum, will be identified as "error" ("Exception Item") and will appear on a record describing the Exception Items ("Check Exception File") which we will provide to you pursuant this Addendum. You must submit a "pay", or "return request" decision for each item to us on the same business day by the applicable cutoff hour.

- We will not be required to otherwise examine checks, or seek to confirm that they are properly signed, completed or encoded, or otherwise unmodified. You agree that we may rely on such a process and that the process will be deemed an acceptable standard of care for this Service and your Account. You understand that the Service may not identify altered, counterfeit or duplicate checks or checks with forged or unauthorized signatures. As such, you agree to review promptly all statements, returned checks, reports and other check and transaction information we make available to you.
- You grant us full authority to honor all checks that match the check numbers and amounts corresponding to your Check Issue File.
- Unless the parties agree to other default provisions, we shall default to a "return" decision for any Exception Item for which you have not submitted a decision on the same business day by the applicable cutoff hour.
- You agree not to reuse check numbers that have previously been issued or negotiated from the Account. If you order or print checks from any check-printing vendor other than our selected vendor, you agree to meet our MICR encoding specifications.
- The Service applies to checks that are presented for payment to us through normal interbank automated clearings. You acknowledge that the Services do not cover checks which are (collectively "ineligible checks"): (i) presented over-the-counter, (ii) presented by mail for collection, (iii) misencoded or duplicate items, (iv) items which we have already cashed, negotiated or paid or which we are already committed to honor or pay under applicable laws, regulations or the ACH rules; or (v) materially damaged, lost or destroyed. We may, in our sole discretion, attempt to compare Check Issue File data, as otherwise provided in this Addendum, against ineligible checks, but we will not be liable for our failure or refusal to do so.

#### *ACH Filtering/Blocking Service.*

- You may use the ACH Filtering/Blocking Service to review and confirm incoming ACH debit and credit transactions that post to your enrolled accounts.
- You shall establish (and update from time to time) your ACH policies ("ACH policies") through the System which govern permissible transactions by: Originating Company Name; Originating Company ID; Standard Entry Class transaction code (SEC); Transaction Type Debit/Credit/Both; Dollar Range; Minimum or Maximum Dollar; Effective Date or Expiration Date; and/or Transaction Codes. Alternatively, if you choose the ACH Blocking Service over the ACH Filtering Service for your specified Accounts, all incoming ACH transactions (debit or credit) may be treated as exceptions and available for the your review.
- We shall compare incoming ACH debit and credit transactions against your established ACH policies and accept those transactions which are authorized under your ACH policies as established by you in the System.
- Incoming entries that do not match against your ACH policies ("ACH Exceptions") will be reflected on an exception list made available by us ("ACH Exception Report"), unless you have chosen the ACH Blocking Service, in which case all ACH transactions may be treated as exceptions. You shall review the ACH Exceptions you receive from us through email notifications made through the System and determine if the ACH Exceptions will be treated as authorized or unauthorized ACH transactions.
- For ACH Filtering, we shall default to a "return" decision for any ACH Exception for which you have not submitted a decision on the same business day by the applicable cutoff hour.

- You acknowledge that the Services do not cover ACH debit or credit items which we have already paid or finalized or which we are already committed to pay or honor under applicable laws, regulations or the ACH Operating Rules.

*System Interruption or Failure.* In the event of system interruption or failure, either that of your or our system, resulting in our inability to receive or process your Check Issue File or other communication, the Check Issue File or other communication will be deemed as having not been sent by you, even if we have possession of the Check Issue File or your other communication.

*Limitation on Liability.* In addition to any other limitation on liability in the Agreement, you agree that if we pay or reject checks, items or ACH entries in accordance with this Addendum, you release us and hold us harmless from any claim that the checks, items or ACH entries were not properly payable, or for wrongful dishonor, as applicable. You agree that we exercise ordinary care whenever we rightfully pay or return a Presented Check or ACH entry consistent with the provisions of the Addendum. Without limiting the foregoing, to the extent we have any liability under this Addendum for wrongful honor, it will be limited liability to you for the lesser of the amount of the wrongfully paid Exception Item or ACH entry or your actual damages resulting from our payment of the Exception Item or ACH entry, but for no other damages suffered as a result of the wrongful honor. Notwithstanding the improper payment of any Exception Item, we expressly reserve the right to assert that you are liable for the amount of the wrongfully honored Exception Item on the grounds that the Exception Item was properly payable under California Commercial Code Section 4-401(a). We further retain the right to assert your failure to exercise reasonable care under California Commercial Code Sections 3-406(a) and 4-406(c). We retain the right to assert the defense that you have sustained no actual damages because of our honor of the Exception Item discharged for value of your indebtedness.

**Your execution of the Enrollment constitutes your acknowledgement and acceptance of the terms and conditions of this Addendum, together with the Agreement and each additional applicable Addendum, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, each as amended by Endeavor Bank from time to time.**

## Addendum E

### Multiple Party Access

This Addendum forms part of the Endeavor Bank Commercial Online Banking Agreement (“Agreement”) agreed to by you. In the event of conflicts between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. Defined terms in this Addendum shall have the meaning provided in the Agreement, unless otherwise defined in this Addendum. The term “System” in this Addendum shall refer to the online banking platform providing the Service.

Multiple Party Access. Endeavor Bank (“Bank”) hereby offers Client and Client hereby accepts the multiple party access service (the “Multiple Party Access Service”). The Multiple Party Access Service is designed to enable unlike vested accounts to be linked together for access to Bank’s online banking services, as detailed in this Multiple Party Access Addendum. Bank reserves the right, without prior written notice to Client, to place from time to time limits on Client’s right to use the Multiple Party Access Service.

By agreeing to the Commercial Online Banking Agreement Enrollment and Acceptance each Client acknowledges that it has read and agrees to be jointly and severally bound with the other Clients by the terms and conditions provided in this Multiple Party Access Addendum and the exhibits hereto, as may be amended, as to each of Client’s respective Accounts.

**NOTICE TO CLIENTS HOLDING CONSUMER ACCOUNTS, AS APPLICABLE: REFER TO ADDITIONAL DISCLOSURES INCLUDED IN EXHIBIT A. EXHIBIT A PROVIDES DISCLOSURES APPLICABLE TO CONSUMER ACCOUNTS AS PROVIDED UNDER THE ELECTRONIC FUND TRANSFER ACT AND ITS IMPLEMENTING REGULATION E. TO THE EXTENT THERE ARE ANY INCONSISTENCIES BETWEEN EXHIBIT A, THIS ADDENDUM OR ANY OF THE SERVICE ADDENDUMS, THIS EXHIBIT A WILL CONTROL AS TO CONSUMER ACCOUNTS.**

Commercial Online Banking Agreement; Separate Addendums. As to each Client individually, the Multiple Party Access Addendum forms part of the Commercial Online Banking Agreement agreed to by Client. To the extent Client is enrolled in the Wire Transfer Service, the Positive Pay & ACH Filtering/Blocking Service, the ACH Service, or the Remote Deposit Service, Client’s use of the Services will also be subject to the terms and conditions of the separate Wire Transfer Service Addendum, the Positive Pay & ACH Filtering/Blocking Service Addendum, the Automated Clearing House (ACH) Origination Service Addendum and the Remote Deposit Capture Service Addendum, respectively (as applicable, “Additional Addendums”). Consumer accounts will not be eligible for enrollment in the Wire Transfer Service, the Positive Pay & ACH Filtering/Blocking Service, or the ACH Service. Consumer accounts may have access to the Mobile Banking Service, including Mobile Deposit. The Agreement and the Service Agreements are incorporated into this Multiple Party Access Addendum and made a part of it by reference. The Accounts and all Services used by a Client will continue to be subject to the terms and conditions of the applicable Other Agreements, as well as the Service Agreements except to the extent specifically modified in the Multiple Party Access Addendum. In the event of a conflict between the Multiple Party Access Addendum, the Agreement, the Other Agreements and the Service Agreements, the Multiple Party Access Addendum will control.

Defined Terms. Defined terms in Multiple Party Access Addendum shall have the meaning provided in the Agreement, unless otherwise defined in Multiple Party Access Addendum. In addition to other defined terms in Multiple Party Access Addendum, the terms below will have the following meaning herein:

An “account” shall mean any deposit or loan account Client maintains with Bank now and in the future and can include all accounts and products Client uses with Bank. Client’s “Account” shall mean the account(s) accessible through the Services now and in the future.

“*Administrator*” has the meaning given in the Agreement and includes any successor to an Administrator.

“*Adverse Event*” means:

- (i) If any Account is subject to levy, attachment or other legal process;
- (ii) If any Client is the subject of voluntary or involuntary bankruptcy proceedings, or any other action for relief of creditors generally;
- (iii) If any Client disputes the authenticity of any Communication, or the authority of Bank to act or not to act, or the legitimacy of any action taken by Bank, in connection with any Service performed in response to any Communication received by Bank;
- (iv) Any non-Client asserts an interest in an Account, whether or not the interest is later held to be valid; or
- (v) Any other action or inaction deemed by Bank to present risk to Bank.

“*Authorized User*” means the following, any of whom may act independent of each other:

- (i) The Client; and
- (ii) A Client’s employees, officers, designees, agents, Administrators, Sub-User or other persons authorized by the Client to use the System or Services. Any person who has been given authorization by a Client or by another Authorized User (even if in breach of obligations of confidentiality) to use the System or Services. Except to the extent expressly prohibited by law or regulation, authorization to use the System or Services is deemed to have been given and is hereby confirmed to have been given by the Client to any person: (A) to whom the Client provides actual authority (for example, by appointment as agent or by resolution of the Client’s board of directors or governing body); (B) who has apparent authority to act on behalf of the Client; or (C) who receives Security Codes or any other security procedures from the Client, any Administrator, or any other person previously given access to the security procedures by the Client. The authorization of an Authorized User continues until the Client notifies Bank and expressly withdraws authorization for that person to use the security procedures and Bank has had a sufficient time to act on such information.

“*Client*,” “*you*,” and “*your*” mean each Client identified as an Account Holder on Schedule A to the Commercial Online Banking Agreement Enrollment and Acceptance, as amended from time to time.

“*Commercial Account*” means an account that is used for any purpose other than a Consumer Account.

“*Communication*” means any message, instruction, payment, electronic data or other communication received by Bank through the System and in the name of any one or more Clients. The term “*Communication*” includes any requests for transfers between accounts, or other access to or use of the System for purposes of any Services made available pursuant to this Multiple Party Access Addendum.

“*Consumer Account*” means an account that is established primarily for personal, family and household purposes and is a “consumer account” as defined in Regulation E.

“*Service Agreement(s)*” mean the terms and conditions provided in the Agreement, the Additional Addendums, Supporting Documents, exhibits and addendums, as applicable.

“*Other Agreements*” means Bank’s Account Agreement and any other agreement applicable to a deposit account or Services entered into by and between Bank and the Client, as amended from time to time.

“*Security Codes*” and “*security procedures*” refers to the authentication systems, tools or methods used by Bank to authenticate Communications from a Client including any Authorized Users, or their successors (as applicable).

“*Service(s)*” means those services accessible through the applicable System.

“*Sub-User*” has the meaning given in the Agreement and includes any successor Sub-User.

Services. Each Client acknowledges and agrees that all of the Services available pursuant to its Service Agreements with Bank will be subject to access by all Authorized Users of each Client. Accordingly, the Services will be applied or made available to each Client and to all Accounts of each Client on an individual and on a multi-party basis. Bank may, but is not required to, impose limitations on Clients that differ from one Client to the next Client. At Bank's option, a Client's access to or use of the Accounts of another Client may be subjected by Bank to the restrictions applicable to the Client in whose name the Account is held, or to those applicable to the Client seeking access, or to such other restrictions as Bank may impose.

Bank Provided Equipment. Each Client acknowledges and agrees that all equipment provided by Bank (to the extent applicable) to enable the Clients' use of the Services may be shared among all Clients and subject to access by all Authorized Users of each Client. Accordingly, to the extent the Service Agreements provide rights, responsibilities and liabilities to each Client as to the Bank-provided equipment, such rights will be shared among the Clients, and the responsibilities and liabilities will be joint and several between and among the Clients. The Bank-provided equipment, as applicable, will be utilized by each Client to facilitate deposits to all Accounts of each Client on an individual and on a multi-party basis. Bank may, but is not required to, impose limitations on Clients that differ from one Client to the next Client.

Use of Services. The multi-access nature of Multiple Party Access Addendum directs Bank to provide Service access between unlike accounts, that may or may not be related by common ownership or common signers. Each Client understands that the Security Codes allow active account transaction functionality (i.e., payments, transfers, etc.) between the Accounts and to third parties.

Authorization. Each Client authorizes Bank to allow the Client and its respective Authorized Users, in addition to each other Client and their Authorized Users, access to the Client's Accounts via the System with full authority given to conduct transactions on each Client's behalf. This may include Services that are made available to other Clients but that are not made available by Bank directly to the Client whose Accounts are affected. This includes authority granted under Multiple Party Access Addendum or under any applicable Other Agreement. Without limiting the foregoing, each Client authorizes Bank to debit or credit its Accounts and otherwise to act in accordance with Communications received from any other Client or Authorized User. Each Client acknowledges and agrees that Bank may share information regarding the Client's use of the Services and any use by Client's Authorized Users with any other Client or its designee, including the other Client's Authorized Users.

Communication with Bank. Each Client agrees that Bank is entitled to act upon any instruction or other Communication received by Bank through the System from any Client or Authorized User, and may treat that Communication received through the System as valid to the same extent and to the same effect as if it had been received through the System from one of the Clients whose Account will be debited or otherwise is affected. To this end, each Client appoints their Authorized Users, as well as every other Client and their Authorized Users, as the appointing Client's agent and attorney in fact for the purpose of initiating instructions and transactions through the System, including but not limited to initiating payment orders to third parties and providing Communications to Bank, and agrees to be bound by any payment order or Communication issued through the System by the appointing Client's Authorized Users, as well as any other Client or their Authorized User. A Communication received by Bank through the System will be deemed to be a valid and authorized Communication of the Client named in the Communication for purposes of any Service requested in the Communication. Bank is not required to verify the authenticity of any Communication other than through the security procedures provided in the Service Agreements. Except to the extent expressly prohibited by law or regulation, a Communication received by Bank via the System in the name of the Client will be deemed an authorized Communication, binding on the Client named in the Communication, if the Communication is sent by: (i) Any Authorized User or Sub-User, regardless of whether such individuals are reflected as authorized signers for the Account; or (ii) Any other person, whether or not such person was authorized to act on behalf of the Client, if the Communication is in the name of the Client and if Bank verifies the authenticity of the Communication using the security procedures described in the Service Agreements.

Account Restrictions. Each Client understands that Services may be used to cause transfers of funds (debits and credits) from and to its Accounts without regard to any withdrawal or signature restrictions otherwise applicable to the affected Account. For example, if withdrawals, checks or other access to an Account is subject to dollar limits or multiple signature requirements, these limitations are not applicable to transactions conducted using the Services. This applies to deposit accounts, if access to these or other types of accounts are made available using the System.

Security Procedures. The security procedures used to verify the authenticity of instructions and Communications by the Clients equally apply to any successor Administrators and Authorized Users. By using the Services, each Client acknowledges and agrees that the security procedures provide a commercially reasonable method of authenticating Communications and agree to be bound by any Communications, whether authorized or unauthorized, which Bank executes in compliance with the security procedures.

Client Representations and Warranties. The Clients individually represent and warrant to Bank, at the time of acceptance of the Multiple Party Access Addendum and as part of each Communication or use of a Service, that it is the true owner of all funds in the Account associated with its name on Schedule A to the Commercial Online Banking Agreement Enrollment and Acceptance, and as follows:

- (i) The Client has all requisite power and authority to request and authorize Multiple Party Access Addendum and the Other Agreements;
- (ii) Each Communication is authorized, valid and binding on the Client when named in the Communication, as provided to Bank in compliance with the terms and conditions of Multiple Party Access Addendum;
- (iii) Any transaction conducted by the Client will not be in violation of any state or federal law (including, but not limited to, California Corporations Code Section 2253, which prohibits making any dividend or distribution of assets except in the cases and in the manner allowed by law, either with the design of defrauding creditors or shareholders or of giving a false appearance to the value of the stock and thereby defrauding subscribers or purchasers);
- (iv) Except as otherwise specifically disclosed in writing to Bank, Client is not now engaged, and will not during the term of Multiple Party Access Addendum engage, in any business that would result in Client being or becoming a “money service business” as defined in the Federal Bank Secrecy Act and its implementing regulations; and
- (v) All corporate or other business formalities, as applicable, have been and will be followed with respect to each transfer of funds, including, but not limited to, proper authorization of all requests and transfers and record keeping requirements with respect to them.

Each Client will notify Bank immediately if any representation or warranty made by the Client ceases to be true or if the Client becomes aware of any breach of any representation or warranty by any other Client.

Client Acknowledgements. Each Client acknowledges and agrees that:

- (i) Bank did not, at any time, solicit the Clients for activation of this multiple party access service;
- (ii) Bank is providing the multiple party access service as an accommodation to the Clients and at the express request of the Clients;
- (iii) The Client and not Bank is responsible for reviewing and understanding any negative impact on the Client that may arise due to the Clients use or allowance of these multiple party access services (for example, loss of any insurance coverage, increased possibility of liability for obligations or actions of other Clients in insolvency or otherwise, and increased losses due to unauthorized transactions);
- (iv) Bank will not control or restrict any transaction effected by any of the Authorized Users on any of the Accounts and that the Authorized Users may access information and funds in any of the Accounts using the Service, such access may increase the risk of unauthorized activity, improper comingling and misapplication of funds;
- (v) The multiple access feature will allow Authorized Users to utilize a single set of Security Codes to access all Accounts using the Service which may result in significant diminution in the protection offered by such security codes or procedures;
- (vi) The Client should consult with their legal counsel and accountant prior to signing up for the multiple party access service; and



(vii) The Client accepts all risks associated with the use of the multiple party access services by itself and by the other Clients.

**Bank Liability.** Except to the extent expressly prohibited by law or regulation, each Client agrees that Bank shall not be liable for any indirect, special or consequential damages arising out of any action or inaction by Bank under Multiple Party Access Addendum. Without limiting the foregoing, and except to the extent expressly prohibited by law or regulation, each Client agrees that damages as to any breach by Bank of any term of Multiple Party Access Addendum shall apply only to the extent the damages are the direct result of Bank's gross negligence or willful misconduct, further that such damages are speculative and difficult to determine, and thus that Bank shall in no event be liable to any Client individually or to all Clients in the aggregate for an amount greater than the lesser of: (i) the service fees actually paid by any Client individually or all Clients in the aggregate and received by Bank for the six months immediately preceding the cost or loss, which will be determined by the earlier of the date when any Client first became aware of the cost or loss or the date when, through the exercise of reasonable care, a Client should have become aware of the cost or loss; or (ii) the sum of \$10,000. Each Client agrees to cooperate with Bank in any loss recovery efforts Bank undertakes to reduce any loss or liability that arises in connection with the Services. Each Client acknowledges that Service fees have been established in contemplation of: (A) these limitations on Bank's liability, (B) each Client's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; and (C) the Client's agreement to assist Bank in any loss recovery effort.

**Indemnification.** Except to the extent expressly prohibited by law or regulation, each Client shall jointly and severally, defend, indemnify and hold harmless Bank and its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, damages or expenses, including attorneys' fees and expenses, resulting from or arising out of any losses due to action or inaction by any Client in the use of the System, the Services, or by Bank in the performance of its obligations under Multiple Party Access Addendum. The obligations of the Clients under this Section are in addition to those provided elsewhere in Multiple Party Access Addendum, and not a limitation on any other obligation of a Client to Bank, whether under Multiple Party Access Addendum, any applicable Other Agreement, the Service Agreements, at law or in equity.

**Limitation on Services.** Each Client agrees that Bank may impose restrictions on any Services, with or without cause, at any time and either with notice or without notice to any Client (including those affected by the restriction). Without limiting the foregoing, if an Adverse Event occurs, then Bank may (but is not obligated to) take any one or more of the following actions in connection with one or more (including possibly all) Accounts:

- (i) Terminate or close Accounts;
- (ii) Restrict or terminate Services in connection with Accounts;
- (iii) Delay availability of funds on deposit in any one (and up to all) Account(s);
- (iv) Freeze funds in any one (and up to all) Account(s) and hold them pending instructions acceptable to Bank;
- (v) Interplead funds in Accounts with any court, whether or not the court later determines that interpleader is or is not an authorized action by Bank; or
- (vi) Take any other action to protect Bank against cost, harm, inconvenience, litigation or otherwise as it sees fit in Bank's sole discretion.

**Your execution of the Enrollment constitutes your acknowledgement and acceptance of the terms and conditions of this Addendum, together with the Agreement and each additional applicable Addendum, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, each as amended by Endeavor Bank from time to time.**