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**Disclaimer of Warranties.**

**NOTICE: THE BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANT ABILITY, EITHER TO THE CUSTOMER OR TO ANY OTHER PARTY, WITH RESPECT TO THE SERVICES PROVIDED BY THE BANK, ITS AGENTS OR THIRD-PARTY VENDORS, OR WITH RESPECT TO INTERNET-BASED OR SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE BY THE BANK OR ITS THIRD-PARTY VENDORS TO THE CUSTOMER FOR THE CUSTOMER'S USE IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE.**

**NOTICE: THE BANK PROVIDES ALL INTERNET SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERNET SERVICES OR THE CONTENT OR SECURITY OF ANY WEB SITE. THE BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE BANK DOES NOT WARRANT THAT THE OPERATION OF ANY WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE. THE CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY WEB SITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.**

### **Limitation of the Bank's Liability for Services and Hold Harmless Agreement.**

- a. You acknowledge that the Bank's fees for Services are very small in relation to the amounts of the transactions and transfers initiated through these Services and consequently the Bank's willingness to provide such Services is based on the liability limitations contained in this Agreement. In addition to greater limitations on the Bank's liability that may be provided elsewhere, our liability related to any Service shall be limited exclusively to actual proven damages arising directly from our own gross negligence or willful misconduct. We will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time you first obtained Services from the Bank or at the time any instruction or order is given to the Bank pursuant to any Service, and whether such losses or damages arise from tort, contract or otherwise. The Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Notwithstanding the foregoing, the Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of you or any Authorized Representative, Authorized User or other of your employees, whether or not such action or inaction constitutes negligence or a breach of this Agreement, or for any losses or damages arising directly or indirectly from any error, omission or other inaccuracy in any deposit, transmission, file, entry, funds transfer request, payment order or other order or instruction from you, or any failure to verify or confirm any such deposit, transmission, file, entry, funds transfer request, wire transfer payment order or other order or instruction, or arising out of or related to any cancellation or attempted cancellation of any such deposit, transmission, file, entry, funds transfer request, payment order or other order or instruction. The Bank is not be liable for any damage, cost, loss, liability or delay caused by accident, strike, fire, flood, war, riot, terrorist act, equipment breakdown, electrical or mechanical failure, act of nature, or any cause which is attributable to a third party, that was beyond the Bank's reasonable control. The Customer agrees that the fees charged for the performance of the Services shall be deemed to have been established in contemplation of these liability limitations.
- b. Each check, internal transfer of funds in the Accounts, bill payment instruction, ACH transfer, wire transfer or other Service transaction that the Customer has authorized the Bank to pay, return or otherwise perform under the Agreement will be paid, returned or performed by the Bank without it performing any additional verification or security procedures other than any set forth in the Agreement, including these Terms and Conditions and/or any Addendum to the Agreement, and the Bank will have no liability whatsoever for paying, returning or performing any such check, internal funds transfer, bill payment, ACH transfer, wire transfer or other Service transaction, even if it is altered, counterfeit, bears a forged or unauthorized signature or is otherwise not validly authorized, issued or properly payable. The Customer (i) agrees to indemnify and hold the Bank harmless from any losses or liabilities it may suffer or incur as a result of any payment, return or performance of any such check, internal funds transfer, bill payment, ACH transfer, wire transfer or other Service transaction, whether performed by the Customer or by the Bank, that is done pursuant to the Customer's instruction, and (ii) releases and forever discharges the Bank, and its parent, subsidiaries, affiliates, successors, officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorney's fees and legal expenses, whether known or unknown, liquidated or un-liquidated, fixed, contingent, direct or indirect, which the Customer has, or ever can, may or shall have or claim to have against the Bank regarding or relating to the payment, return or performance of any such check, internal funds transfer, bill payment, ACH transfer, wire transfer or other Service transaction pursuant to the provisions of the Agreement.

### **Additional Provision Applicable to Businesses.**

(1) Protecting your Passcodes. You agree that we may send you notices and other communications, including passcode confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of a particular individual. You further agree that Washington Trust Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to keep passcodes secure and strictly confidential, provide them only to authorized signers on your account(s), instruct each person to whom you give your passcode that he or she is not to disclose it to an unauthorized person, and immediately notify us and select a new passcode if you believe your passcode has become known to an unauthorized person. **Washington Trust Bank will have no liability to you for any unauthorized transfer made using your passcode that occurs before**

**you have notified us of possible unauthorized use and we have had a reasonable opportunity to act upon that notice.**

(2) Acknowledgement of Commercially Reasonable Security Procedures. By using WTB Online, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above and we have had reasonable opportunity to act upon such notice.

**Our Proprietary Rights.** You agree that the Services and any necessary software and equipment used in connection with these Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. The information and materials may not be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, transmitted, used to create derivative work or otherwise used for public or commercial purposes except as provided in these Terms and Conditions without our express written permission.

Copyright in the images, text, screens, and web pages appearing at the Bank's Web Site is owned by the Bank or others as indicated. You further acknowledge and agree that the content contained in sponsor advertisements or information presented to you through the Services or through third parties is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Washington Trust Bank grants you the rights it has in the software associated with the Services to allow you to use the object code of the software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise modify the software in any manner or form, or use modified versions of the software associated with our Services, including (without limitations) for the purpose of obtaining unauthorized access to the Services. You agree not to access these Services by any means other than through the interface provided by the Bank.

**Notices.** All written notices to the Bank shall be delivered or mailed to the address designated by the Bank. Notices sent to the Customer shall be delivered or mailed to the Customer's current lead Account address or other known address if deemed more appropriate by the Bank under the circumstances. Notices may be delivered to some Service customers, including the Customer, in electronic format, including electronic mail or by a posting to the Bank's website, if requested or deemed appropriate by the Bank under the circumstances.

**Severability.** To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

**Governing Law.** This Agreement shall be governed by the laws of the State of Washington, without regard to conflicts of law principles, and where applicable by federal law. You consent to the jurisdiction of the courts of the State of Washington. You agree to waive any argument that such venue is inconvenient and agree to bring any litigation in connection with WTB Online and/or this Agreement in either the Superior Court of Spokane County, Washington or the Federal District Court of the Eastern District of Washington.

**YOU AND THE BANK HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THESE SERVICES OR THIS AGREEMENT. YOU AND THE BANK REPRESENT AND WARRANT TO EACH OTHER THAT THIS JURY TRIAL WAIVER IS KNOWINGLY, VOLUNTARILY AND WILLINGLY GIVEN.**

### III. WASHINGTON TRUST BANK SERVICES

#### A. ONLINE SERVICES

##### 1. WTB Online.

WTB Online is an optional service that allows you access to your accounts from a personal or business computer. In order to enroll in WTB Online you will need to meet with a Washington Trust Bank branch employee or call our Priority Service call center at 800.788.4578. Once we have accepted your application we will provide you with an initial account password that will allow you to enter the WTB Online Service and create your own security. Through WTB Online you will be able to review your Account activity for Accounts linked to your WTB Online User ID, review electronic check images, set up alerts that can be sent to your e-mail or mobile devices regarding account activity, make transfers between your Accounts, make payments or take an advance on your WTB loans, lines of credit and credit cards, place online stop-payment orders on checks, and activate your debit card or report a lost or stolen card online. Making payments or sending money outside of Washington Trust Bank requires other Services such as Bill Pay, ACH or Wires. These products are discussed later on in this Agreement and require a separate application and enrollment.

To access WTB Online you will need a computer or mobile device and software that are capable of interfacing with WTB Online. You are solely responsible for the equipment you use to access WTB Online. We are not responsible for errors or delays or your inability to access WTB Online caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with WTB Online access requirements, nor are we responsible, under any circumstances, for any damage to your equipment or the data on your equipment. In addition to adequate equipment and software, you agree to obtain, install and maintain antivirus and anti-spyware software before transmitting or receiving data using WTB Online. You also agree to keep the anti-virus and anti-spyware updated on a regular basis. You understand that the technical processing and transmission of WTB Online involves (1) the transmission of data over various networks; and (2) changes to conform and adapt to the technical requirements of the connecting networks or devices. **Transmitting and receiving information over the Internet carries a certain amount of risk. Such transmitted data is subject to unauthorized interception, diversion, corruption, loss, access and disclosure. The Bank is not responsible for any adverse consequences whatsoever regarding your connection or use of the Internet and is not responsible for any use of an Internet connection in violation of any law, rule or any violation of the intellectual property rights of another person or entity.**

**Note:** When accessing your WTB Online Services through Washington Trust Bank's Mobile Banking Application, MoneyDesktop software, or through an indirect service, all of the features of WTB Online may not be available. To access all of the features you will need to sign in directly through our website [www.watrust.com](http://www.watrust.com) from a personal computer.

##### **Additional Information for our Business Customers**

As a business customer using WTB Online, you represent and warrant that the owner(s) and authorized signer(s) on your Account(s) are identical. You agree that Washington Trust Bank is not required to determine, even at the time you start your WTB Online Service or at any other time that the Account(s) have the same authorized signers. Please use caution when providing access to your employees to use these services. As discussed below, it gives your assigned employees broad access to your Accounts.

##### 2. Online Banking Alerts.

You will be able to set up alerts to be sent to the email address you have provided as your primary email address, a mobile device that accepts text messages, or a mobile device that can accept our Mobile App Alerts. If your mobile device or your email changes, you are responsible for informing us of the change. While Washington Trust Bank does not charge for the delivery of alerts, please be advised that text or data charges or rates may be imposed by your carrier. We try our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery or the accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to account activity on your Account or to delays or failure in delivery. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert or any actions taken or not taken by you or a third party as a result of an alert.

Because alerts are not encrypted, we will never include your passcode or a full account number. However, alerts may include your name and some information about your account. Depending on the type of alert, such information as account balance, transaction balance and transaction information (including amount and location of an ATM transaction) or the due date of a credit payment may be included. Anyone with access to your alerts will be able to see this information.

You may unsubscribe from receiving text alerts at any time by texting "STOP" to 322654.

### **3. Transfers.**

You may transfer money between any of your linked Washington Trust Bank Accounts. Transfers can be made either on a onetime or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. Transfers scheduled for a weekend or non-bank Business Day will be processed on the next bank Business Day. All other transfers will be processed from the funding account at the beginning of the Business Day requested. For recurring transfers among Washington Trust Bank Accounts, scheduled for a weekend or nonbank Business day, transfers will be processed on the previous bank Business Day.

### **Enhanced Bill Pay.**

If you are enrolled in WTB Online, you can use the optional WTB Online Bill Pay Service to make a one-time payment online from your checking account to a Merchant/Payee you select, make recurring payments online from your checking account to a Merchant/Payee you select, make pre-scheduled payments from your checking account to Merchant/Payees that are eligible for bill presentment services, view your pending Bill Pay instructions, view your bills from Merchants/Payees that participate in bill presentment, set up new Payees (not available via mobile device access), and set up email alerts regarding bills that are paid through the system.

You may schedule payments with a delivery date as allowed by the system. When you attempt to schedule a payment, we will inform you of the earliest available delivery date. Expedited payment may be available for a fee. Your account with the Merchant/Payee must be in good standing before the payment due date. If it is not, or if for any reason your account is not in good standing, you agree that you are responsible for all late fees, interest charges or other actions taken by the Payee. Payments are scheduled automatically upon receipt of an electronic bill. Payments may be scheduled up to one year in advance.

You authorize us to make payments in one of two ways. Most payments are made by electronic transmission to the Merchant/Payee you have designated. All other payments are made with a check to your designated Merchant/Payee. When more than one customer schedules a payment to the same Merchant/Payee, we may issue a consolidated check to the Merchant/Payee with an accompanying paper list which includes each customer by name, the account number to be credited and the amount of each payment.

### **4. P2P (Person to Person) Payments**

P2P (Person To Person) Payment allows you to make ACH transfers to other people with accounts at other banks or to your own accounts at other banks via WTB Online Enhanced Bill Payment service.

P2P (Person To Person) Payment- You are able to send money to anyone in the U.S that has a bank account through WTB Online via your desktop, laptop, tablet or mobile smartphone, using email notifications, electronic checks, or account routing and transit numbers.

The three (3) options for sending payments to individuals are:

1. Email Payment – electronic payments can be made just by knowing the recipient's email address. The payee will receive an email that prompts them to submit their bank account information. The payees account information is passed behind the scenes and not viewable by the sender. A keyword is communicated from the sender to the payee. The payee is required to enter the keyword as a security measure prior to entering in their bank account information. The sender must complete the payee activation process to complete the payment process.



























































**b. Cash Vault Services.**

**U.S. Currency.** The terms “cash”, “coin” and “currency” as used herein shall refer to coin and currency of the United States. The Customer shall not deposit coin or currency of any other country.

**Account.** All deposits of currency, coin and checks will be credited to, and all withdrawals of currency, coin and checks will be debited against, the Customer’s deposit Account at the Bank that the Customer has designated as being covered by the Services described herein.

**Deposits.** The Customer shall supply and maintain disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers’ instructions. The Customer will prepare deposits in good order as follows: (i) currency and coin will be accompanied by a deposit ticket fully completed by the Customer, (ii) currency will be banded with 100 notes of the same denomination whenever possible; (iii) deposits will be delivered by the Customer’s certified armored carrier to the secured facility specified by the Bank; and (iv) to receive same date credit, deposits must be made prior to the daily cut-off time established by the Bank from time-to-time, and any deposits received by the Bank after its daily cut-off time may be considered to have been received on the next Business Day.

The Bank will process the Customer’s deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposits that do not contain legible “said to contain” deposit amounts on the deposit ticket are subject to delayed ledger credit of one Business Day; (iii) coins and currency will be counted and the Bank’s count will be the valid and controlling count; (iv) the Bank will notify the Customer promptly by telephone of any deposit for which the Bank’s count varies from the Customer’s count by \$100.00 or more; and (v) if the Bank’s count varies from the Customer’s count, a credit or debit adjustment will be made to the Account for the difference, and upon request, the Bank will provide the Customer with any available information which may assist the Customer in reconciliation of the difference.

Deposited items will be deemed received on the day of delivery if the Bank receives the deposit prior to the Bank’s established deadlines. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by the Customer shall be subject to verification and adjustment by the Bank. The Bank’s verification shall be deemed correct and binding upon the Customer for all purposes, absent manifest error.

If the Customer chooses to pre-encode its checks or other items for deposit, the Customer agrees to comply with the pre-encoded deposit procedures and specifications as may be established and revised by the Bank. The Customer shall be responsible for any of its encoding errors. The Bank may treat certain deposits as un-encoded deposits if there is an unacceptable rate of encoding errors.

**eCash Orders.** The Bank may provide the Customer, on an automated basis, with United States currency and coin in designated denominations from time-to-time as requested by the Customer (“eCash Orders”). The Customer must comply with all of the Bank’s policies and procedures regarding the placement and delivery of eCash Orders, including, without limitation, the maintenance of a designated Personal Identification Number (“PIN”). The Customer shall be responsible for maintaining the confidentiality of the Customer’s PIN and restricting access to the system to Authorized Representatives and Authorized Users. All eCash Orders will be charged to the Account designated by the Customer. Only armored couriers may pick up eCash Orders directly from a cash vault designated by the Bank. The Bank may deliver any eCash Order to any individual that the Bank reasonably believes to be the Customer’s Authorized Representative or Authorized User. The Customer shall be responsible for any eCash Order after receipt thereof by the Authorized Representative or Authorized User. The Bank may specify a daily eCash Order limit and the Customer agrees that it will not initiate an eCash Order in excess of the designated limit. In no event shall the Customer initiate an eCash Order in excess of the immediately available funds in the designated Account.

**Withdrawals.** The Customer may order currency and coin from the Bank as follows:

1. Currency may be ordered in standard full strap quantities only.
2. Coin may be ordered in standard full box units (50 rolls) only.

3. A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by the Bank.
4. Orders for coin and currency may be placed no later than the cut-off time established by the Bank from time-to-time for delivery on the next Business Day.
5. The Bank must be notified of any discrepancies pertaining to currency or coin orders within two (2) Business Days of receipt by the Customer of such currency or coin. The Customer must return documentation to back up outages such as strap, coin, wrapper and/or box.

**Processing Days.** The Bank will provide processing on all days, Monday through Friday, except for holidays on which the Bank is closed.

**Carrier Service.** Any carrier service utilized to deliver or secure coin, currency or other property to or from the Bank will act as the agent of the Customer and not of the Bank. The Customer will bear the entire risk of loss of coins, currency or other property of the Customer when in the custody or control of the Customer's carrier service. The Customer represents and warrants to the Bank that all insurance coverage of its carriers will name the Customer as beneficiary.

**Representations.** The Customer represents and warrants to the Bank that (i) all funds deposited with the Bank will be the proceeds of, and all funds ordered and withdrawn from the Bank will be intended for use in, the Customer's lawful activities, (ii) all of the Customer's transactions hereunder will be conducted solely on the Customer's behalf and not on behalf of any other person or entity, and (iii) the Customer shall provide the Bank immediately, upon request, with any information, and otherwise shall cooperate with the Bank in every way necessary in order to enable the Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

**Bank Third-Party Vendor.** The Bank from time-to-time may use any third-party vendor to receive the Customer's deposits, to deliver the Customer's coin and currency orders, or to perform any other services of the Bank hereunder, the Bank will provide the Customer with all necessary instructions for contact with such third party. The Bank's use of such a third party shall not relieve the Bank of its obligations hereunder.

#### **c. Cash Management Sweep Account Services**

**NOTICE: THE INVESTMENT OPTIONS OFFERED BY THE BANK UNDER THE COMMERCIAL SWEEP ACCOUNT ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, ARE NOT OBLIGATIONS OF, OR GUARANTEED BY, THE UNITED STATES GOVERNMENT OR ANY AGENCY OR INSTRUMENTALITY THEREOF, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED.**

If a Cash Management Sweep Account has been requested and agreed to by the Bank, the Customer authorizes the Bank to transfer funds on a manual or automated basis to and from the Demand Deposit Account ("DDA") and investment device selected by the Customer. Funds will be transferred between the Accounts so that (i) to the extent funds are available in either Account, the Customer's DDA maintains an average collected balance equal to a pre-established balance ("Target Balance"); and (ii) any collected funds in the DDA that exceed the Target Balance are invested by the Bank as directed by the Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be liquidated and credited back to the DDA as needed so that the average collected balance of the Customer's DDA equals the Target Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the DDA upon maturity. The Bank may limit the amount of excess collected funds that it will invest on behalf of the Customer on any particular Business Day. The Bank may also impose a maximum redemption amount to bring the DDA to the Target Balance on a particular Business Day. If the Customer's investment option is not available on a given Business Day, then all excess funds will remain in the DDA until the next Business Day. The Bank is authorized to accept verbal instructions, including telephone instructions, from the Customer representatives for the transfer of funds between the Bank and Customer and between the Customer's Accounts. The Bank may rely on any instructions received from the Customer that it reasonably believes to be genuine.

The Bank is authorized to execute as Authorized User for the Customer all certificates of ownership and other instruments required by law or by contract. The Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. The Bank shall not be required to comply with any direction of the Customer which, in

the Bank's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

The Customer may, by written instrument executed by the Customer and delivered to the Bank, terminate this Service and withdraw from the Account the principal and accumulated income upon paying all sums due to the Bank and indemnifying the Bank to its satisfaction against liabilities incurred in the administration of the Account.

The Bank will act as agent to invest on the order and for the benefit of the Customer. The Services described herein are provided by the Bank to the Customer solely as bona fide treasury management services. The Bank does not undertake any fiduciary obligation to the Customer with respect to these services. The Bank's duties to act for the Customer hereunder are solely mechanical and administrative in nature.

**Repurchase Agreements.** If the Customer chooses to invest excess funds in repurchase agreements, the Customer and Bank agree to be bound by the Master Repurchase Agreement with the Bank.

**d. Target Balance Borrowing Account Services.**

If requested by the Customer and agreed to by the Bank, the Bank will provide Target Balance Borrowing Account Services ("TBBA Services") in accordance with the procedures set forth in this Section or under any promissory note, loan agreement, security agreement or other TBBA-related documents provided to the Customer by the Bank. The Customer authorizes the Bank to advance Available Funds from the Customer's Note (as defined below) and to transfer such advanced funds to the Customer's designated Account to pay items presented daily for payment, and also authorizes the Bank to transfer Excess Funds (as defined below) in Account at the end of each Business Day to the applicable Note while maintaining the Customer's Target Balance. The Note(s) and Account(s) that are subject to the TBBA Services are identified in the applicable Addendum along with the Customer's requested Target Balance and its requested sequence for processing transactions.

**Definitions.**

1. "Available Funds" means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which the Bank generally provides credit for deposited checks.
2. "Note" means any and all promissory notes, lines of credit, reducing revolver promissory notes or overline promissory notes that the Bank has agreed will be subject to the TBBA Services described herein.
3. "Loan Document" means any loan agreement, security agreement, guaranty or other agreement, instrument or document which sets forth the terms of, secures or guarantees the Note.
4. "Deficiency Amount" means the amount by which the Target Balance exceeds the amount of Available Funds as of the close of business on any Business Day.
5. "Event of Insolvency" means any of the following: (i) the Customer or Guarantor shall die or cease to exist; (ii) any Guarantor shall attempt to revoke its guaranty or other obligation to the Bank, or such guaranty or other obligation shall become unenforceable in whole or in part; (iii) any bankruptcy, insolvency or receivership proceeding, or any assignment for the benefit of creditors, shall be commenced under any federal or state law by or against the Customer or any Guarantor, (iv) the Customer or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) the Customer or any Guarantor is unable or admits in writing its inability to pay its debts as they mature.
6. "Excess Funds" means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance.
7. "Guarantor" means any guarantor, surety, accommodation party or joint obligor of the obligations of the Customer under the Note.

8. "Target Balance" means that amount of funds which the Customer desires to maintain in the Account and which is mutually agreeable to the Bank and Customer from time-to-time.
9. "Transaction" means either a Loan Transaction or a Repayment Transaction.

**Authorization to Transfer Fund.** By requesting and being approved by the Bank for TBBA Services, the Customer authorizes the Bank to automatically transfer funds between the Account and Note each Business Day to the extent that funds are available in the Account or under the Note, as the case may be. As of the close of business on each Business Day, the Bank will determine the amount of Excess Funds, if any. If the Bank determines that there are Excess Funds, the Bank will debit the Account and credit the Note in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Note(s) plus all interest, fees and charges then outstanding under the Note (a "Repayment Transaction"); provided, however, that the Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to the Bank and Customer. Any transfer of funds from the Customer's Account to the Customer's Note will not eliminate the Customer's obligation to pay the Bank the total amount of all periodic loan payments on the Note(s) when due and transferred funds will be allocated first to payment of the Customer's loan principal, interest, fees or charges that are then due under the terms of the Note. The Customer grants the Bank a security interest in and right of set-off with respect to the Account for purposes of effecting Repayment Transactions.

At the close of business on each Business Day, the Bank will determine the Deficiency Amount, if any. If the Bank determines that there is a Deficiency Amount, the Bank will charge the Note in an amount equal to the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Note (the lesser of such amounts being referred to as the "Loan Amount"), and will credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that the Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually established by the Bank, and the Bank will not be required to initiate any Loan Transaction not authorized by the written terms of the Customer's Security Agreement with the Bank. In addition, the Bank shall not be obligated to make any transfer of a Loan Amount if any default exists under any Note or Loan Document or these Terms and Conditions or if the Bank is otherwise excused or prohibited under any Loan Document or applicable law from making an advance to the Customer. Moreover, the Bank will not be required to initiate any Loan Transaction, and the TBBA Services hereunder shall immediately and automatically terminate without notice, if (a) the Note has matured or been terminated; (b) the Customer has cancelled the Note; (c) an Event of Insolvency has occurred; or (d) the Bank has demanded payment under the Note.

If the Bank has agreed to provide any other Services to the Customer pursuant to which the Bank is authorized to transfer Excess Funds from the Account, (i) the Terms and Conditions of this Section shall prevail over the Terms and Conditions of such other Services, (ii) the Bank may initiate Repayment Transactions or Loan Transactions in lieu of or prior to initiating the transfer of Excess Funds under such other Service and (iii) the Bank shall not be in default as to such other Service solely by reason of not initiating a transfer of Excess Funds.

**Overdrafts.** The Bank may debit the Account even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks or other debit items unpaid occurs or the Account becomes overdrawn. In such event, the Customer will be assessed the Bank's then prevailing charges for NSF fees, overdraft fees and/or any other applicable fee or charge. In no event shall the net aggregate amount of Loan Transactions and Repayment Transactions in any day cause the total amount of the advances under the Note to exceed the maximum amount of the Note. Any check or other item that is presented for payment at a time when the amount of such item exceeds, in whole or in part, the then-available amount of credit available under the Note will be considered as creating an overdraft. The Bank reserves the right to either pay or not pay such an item and the Account will then be subject to all of the Bank's standard charges for overdraft or returned items. The availability of credit under the Note for advances to the Account is subject at all times to the terms of the Note and may not be available in the event of default which may prevent the Bank from maintaining the Customer's Target Balance.

**Ordinary Course.** The Customer and Bank intend that each Repayment Transaction hereunder be (i) in the ordinary course of business or financial affairs of the Customer and Bank and (ii) made according to ordinary business terms.

The Customer acknowledges and understands that any person with signing authority on the Account will directly or indirectly have the ability to cause advances under the Note. The Customer agrees to indemnify and hold the Bank harmless from and against any claims, damages or causes of action arising from unauthorized use of this Service.

In the event that the Customer's Account that is subject to TBBA Services is also subject to Cash Management Sweep Account Services, the Excess Funds in the Account shall first be applied against any unpaid principal, accrued interest and fees due and owing on the Note. Any remaining Excess Funds shall be swept in accordance with the Cash Management Sweep Account Services Terms and Conditions set forth in this agreement.

The TBBA Services may be cancelled or terminated by either party upon verbal or written notification made in accordance with the Bank's security procedures. The effective date of a cancellation or termination by the Customer shall be as stated in the Customer notice, if it provides a reasonable time for the Bank to implement that cancellation or termination. The Bank may terminate the TBBA Service immediately at any time and in its sole discretion and will notify the Customer orally or in writing of such termination as soon as practical. In addition to the other provisions regarding termination in the Agreement, the Bank will cease providing the Service if the Customer cancels or terminates the Note tied to the TBBA Services or such Note matures, is in default or is accelerated. Cancellation or termination of the TBBA Service will not affect any obligations the Customer may have under the terms of the Customer's Loan Documents governing the Note or the terms of the deposit contract governing the Customer's Account.

**e. Zero Balance Transfer Account Services.**

If a Zero Balance Transfer Account Service ("ZBTA Service") has been requested and agreed to by the Bank, the Customer authorizes the Bank at the end of each Business Day to transfer on a manual or automated basis all of the collected funds in the Demand Deposit Accounts of the Customer designated by the Customer as "Subsidiary Accounts" into the Customer Account designated by the Customer as its central concentration Parent Account. Under the ZBTA Service, the Bank will automatically transfer funds from the Parent Account to the relevant Subsidiary Account to pay checks and other debit items presented for payment from the Subsidiary Accounts. Conversely, as deposits occur in the Subsidiary Accounts, the ledger balance and collected funds balance in those Subsidiary Accounts will automatically be transferred to the Parent Account. In this manner, the Subsidiary Account will be maintained at a zero ledger balance and zero collected funds balance. The Bank's provision of the ZBTA Service will be governed by this Section, other relevant portions of the Terms and Conditions, the relevant Addendum and the deposit contracts governing Customer's Parent Account and Subsidiary Accounts.

**Designated Parent and Subsidiary Accounts.** On the relevant Addendum, the Customer shall designate a Parent Account and at least one Subsidiary Account to be subject to the ZBTA Service. The Customer may change the designated Parent and Subsidiary Accounts and may add or delete a Subsidiary Account by providing the Bank with verbal or written notice conforming to the Bank's security procedures. The Bank will make such changes within a reasonable time following the Bank's receipt of such notice.

**Account Activity; Order of Payment and Rejection of Items**

1. The Customer may draw checks and other items on the Customer's ZBTA Service Subsidiary Accounts, provided the aggregate amount of such checks and other items does not overdraw the Customer's Parent Account. The Customer agrees not to issue any checks or other debit items on the Parent Account or any Subsidiary Account if the aggregate amount of all such items would exceed the combined available balance of collected funds on deposit in the Parent Account and/or the affected Subsidiary Account.
2. At the end of each Business Day, as part of the Bank's closing process for each of the Customer's Parent and Subsidiary Accounts, the Bank will make the funds transfers necessary to pay the checks and other debit items presented for payment from such Accounts. The Bank will not be required to honor any checks or other debit items drawn on any Parent or Subsidiary Account if there would be insufficient available and collected funds in the Parent Account to pay those debit items. If the Bank decides, in the Bank's discretion, to honor an item that would create an overdraft, the Customer shall be subject to the Bank's standard overdraft fees and other Terms and Conditions set forth in the Agreement regarding negative balances, overdraft protection, if any, and other related subjects. If the Bank does honor an item that creates an overdraft on the Customer's Parent Account, the Bank will not be obligated to continue the practice at a later time, nor will the Bank be obligated to notify the Customer of such discontinuance. The

Bank may decide the order in which checks or other debit items received during any Business Day will be presented and/or paid from the applicable Account and to reject for insufficient funds any such items that would exceed the available and collected funds balance in the Parent Account. Any checks or other debit items that will cause the Parent Account to become overdrawn may be dishonored by the Bank and such dishonor shall cause the Customer to be subject to the Bank's standard NSF fees and other charges for each such dishonored item.

**Indirect and Unauthorized Access; Hold Harmless.** The Customer acknowledges that access to the Parent Account balances may be gained indirectly by any Authorized Representative who has signing authority on a Subsidiary Account, regardless of whether the Customer has also granted that person signing authority on the Parent Account. The Customer agrees to indemnify and hold the Bank harmless from and against any claims, damages or causes of action arising out of or relating to such indirect access to the Parent Account through a Subsidiary Account or otherwise arising out of or related to any unauthorized use of this Service by the Customer, its employees or any third party.