

Gate City Bank

Cash Management Services Agreement

NOTE: THE TERMS OF THIS CASH MANAGEMENT SERVICES AGREEMENT ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTIONS AND YOUR RIGHT TO A JURY, SEE SECTION 18 BELOW.

This Cash Management Services Agreement (“Agreement”) sets forth the terms and conditions governing the cash management services (“Services”) provided by Gate City Bank. The Services include any and all commercial banking products and services provided under this Agreement, your Cash Management Application and Addendum, and any other agreements, user guides, procedures, supplements, schedules, or exhibits attached hereto or incorporated by reference. When you see the words “we,” “us,” “our,” or “Bank” in this Agreement, it refers to the Bank and any of the Bank’s affiliates, successors, assignees, agents or service providers. When you see the words “you,” “your,” or “customer,” it refers to you, the business entity using or requesting the Services, as well as the customer’s Authorized Users, officers, representatives, agents and successors.

1. Agreement and Consent to Conduct Business Electronically

By accepting this Agreement or otherwise using, requesting or applying for any of the Services, you agree to be bound by this Agreement as well as any other agreement or document we may provide to you from time to time in connection with the Services, and you consent to conducting business electronically in accordance with our Electronic Communications Disclosure and Consent in Section 7(c) below.

2. Relationship to Other Agreements

Except as may be modified by this Agreement, all provisions of the Bank’s deposit account or credit terms and conditions and any other agreements between you and the Bank regarding any deposit account, credit account, or service unrelated to the Services governed by this Agreement (collectively, “Other Agreements”) will remain in full force and effect during the term of this Agreement, including all related fees and charges. If the specific terms and conditions of this Agreement conflict with any Other Agreement with respect to the Services, the terms and conditions of the Other Agreement shall control unless otherwise specified in this Agreement, but only to the extent necessary to resolve the conflict.

3. Contacting Us

You may contact us with any inquiries, notices, questions or concerns related to the Services by telephone or by mail. The best way to contact us is by calling our Customer Service Center at (701) 293-2400 or (800) 423-3344. You may also contact us by mail. Our address is 500 2nd Avenue North, Fargo, ND 58102.

4. Authority

We may request and you agree to provide information, documentation and or other evidence satisfactory to the Bank of you or your Authorized Users', officers', representatives' or agents' authority to execute and perform the obligations set forth in this Agreement or to use the Services. You acknowledge that the Bank is entitled to rely upon any such evidence of authority you provide. You must notify us immediately in writing of any change to such authority and provide us with evidence of the change. You understand that it will generally take up to 5 business days (and may take longer if we encounter unexpected delays) for us to act upon such notice and agree that any action we take or decline to take in connection with the Services before the end of this time period may not be affected by your notice.

5. Accessing Services Through Business Online Banking

The Business Online Banking Service ("Online Service") allows you to access certain Services and features through our online portal or mobile application that permits you to (i) view account information; (ii) access certain documents related to your accounts or relationship with us; and (iii) request certain transactions. Only certain Online Service features are available via our mobile application. You must submit an application to gain access to our Online Service. After submitting an application, we will notify you when the Online Service becomes available to you.

If approved, our Online Service allows you to access various Services and features, including:

- **Account inquiries.** The ability to view or inquire about account and transaction information (see Section 7(a)).
- **Internal transfers.** The ability to request transfers between your deposit accounts with us (see Section 8(a)).
- **Online Bill Pay Service.** Access to our online Bill Pay Service (see Section 8(c)).
- **ACH transfers.** Access to our Automated Clearing House ("ACH") Service (see Section 8(d)).
- **Wires.** Access to our Wire Transfer Service (see Section 8(e)).
- **Stop payments.** The ability to request stop payments for certain types of transactions (see Section 8(j)).
- **Data import and export.** The ability to download account and transaction information for importation into compatible accounting or financial management software (see Section 7(b)).
- **Electronic statements, notices and disclosures.** Access to electronic account statements, notices, and disclosures related to your accounts and your relationship with us (see Section 7(c)).

Not all Services or features of the Online Service will be made available to all customers and fees may vary depending on the features you are given access to or elect to receive.

a. Authorized Accounts

You may designate the deposit accounts, loan accounts, and lines of credit at the Bank (“Authorized Accounts”) that you wish to be able to access through the Online Service. If you designate the accounts of your parent company, subsidiaries or affiliates as Authorized Accounts, you warrant and represent that those business entities have authorized you to access those accounts through the Services in the same manner as your own accounts. If you designate a consumer account as an Authorized Account, you warrant and represent that you are authorized to transact on such account. You further agree that you will not request any transactions through the Services involving a consumer account that would violate the terms of any deposit account agreements or other documents governing the account, including any restrictions limiting the use of such account only for personal, family or household purposes.

For certain features, you will need to designate specific Authorized Accounts to be used in connection with that feature. For example, you may be required to specify the Authorized Account from which wire or ACH transfers requested through the Online Service should be made. If you designate an Authorized Account to be used in connection with a feature that permits you to request withdrawals or the transfer of funds from that account, you understand that we may, subject to the terms of this Agreement, act upon any Instructions (as defined in Section 15(c)), submitted through the Online Service provided you follow the applicable Security Procedures (see Section 11). This means that we may, subject to the terms of this Agreement, act upon the Instructions of any one person to whom you have given access to the Online Service, even if the signature card, resolution of authority or other account documents related to the Authorized Account otherwise requires two more signatures for withdrawals, or you have otherwise instructed us to require two or more signatures for any Online Service. We do not honor, and we have no obligation to comply with, any requests to require us to obtain two or more signatures for any Online Service under any circumstance. You are solely responsible for verifying and ensuring that any signatures provided to us comply with your internal company requirements. As long as the Security Procedures were followed, all Instructions submitted through the Online Service will be deemed properly authorized by you.

b. Authorized Users

“Authorized Users” are individuals who you authorize to access the Services on your behalf. You may designate Authorized Users through the Online Services. Unique login credentials will be established for each Authorized User consistent with our Security Procedures (see Section 11). Each Authorized User must use the login credentials assigned to them.

Unless otherwise limited by you or us, each Authorized User will be given “administrator” access to the Services. This means they will be able to perform or request any action that you are authorized to perform or request under this Agreement. This includes, but is not limited to, the ability to (1) view all Authorized Account and other information made available to you; (2) requesting funds transfers and other transactions from or to Authorized Accounts; (3) update or change customer and Authorized Account information; (4) add, delete, or change other Authorized Users; (5) apply for new accounts or close existing accounts; and (6) add, discontinue

or change the Services you receive. You can choose not to provide an Authorized User administrator access and limit an Authorized User's access to certain Services, Authorized Accounts or transactions, or establish limits on the number, frequency, or dollar amount of certain transactions an Authorized User may request.

You agree that each Authorized User is your agent with respect to their use of the Services and their appointment constitutes your authorization for the Bank to rely on any Instructions made using any Authorized User's login credentials as if such Instructions were received directly from you.

c. Account Data

Some features allow you to view your account balances and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process or for other reasons. Certain balances may also not be immediately available for withdrawal.

d. Links to Third-Party Websites

The Online Service may contain links to third-party websites. These linked websites are not under our control, and we are not responsible for the contents of any such website. We provide these links as a convenience to you and the inclusion of a link does not imply our endorsement or sponsorship of, or our affiliation with, the linked website.

e. Our Software and Proprietary Information

In connection with the Online Service, you will have a non-exclusive, non-transferable license to use system software or mobile applications related to the Online Service ("Bank Software") solely for the purpose of using the Online Service in accordance with the terms and conditions of this Agreement. You acknowledge that any Bank Software provided by the Bank for use with the Online Service includes software owned and copyrighted by third parties and is being sub-licensed to you by the Bank, subject to the terms, conditions and limitations of the Bank's license from such third parties. You acknowledge that you are not purchasing title to any Bank Software, that such Bank Software may not be copied or used independently of the Online Service, and that no third party provides any support services, upgrades or technical assistance in connection with the software owned by it. You agree not to decompile or reverse engineer any code contained in the Bank Software.

f. Contact for Technical Difficulties

If you are unable to access the Online Service for any reason, or if you otherwise experience technical issues with the Online Service, you can contact our online banking administrator at (701) 293-2400 or (800) 423-3344.

g. Information Authorization.

Your access to the Online Service may not be fulfilled if we cannot verify your identity or other necessary information. You further understand and agree that, in accordance with our Privacy Policy, we reserve the right to use personal information about you for our everyday business purposes, such as to maintain your ability to access the Online Service, to authenticate you when you log in, to send you information about the Online Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Online Service. Additionally, we may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Online Service.

You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

6. Accessing Services By Telephone

Certain Services may be accessed by calling our Customer Service Center and following the instructions provided. We may require that you comply with additional Security Procedures when accessing Services through our Customer Service Center.

We will never initiate a telephone call to you to request your account or card numbers, login credentials, PINs, or other sensitive information. You should only provide such information to us or attempt to access the Services through our Customer Service Center if you have initiated the call. If you receive a call from us about a transaction, we will only ask you to verify your identity, the payee and amount of the transaction, and, if applicable, provide a call back or verification code previously provided to you.

7. Account Management Services

The Bank offers several Services that allow you to manage your accounts and access related information and documents (“Account Management Services”). For security reasons, the data and information you may access through the Account Management Services are provided from a system separate and apart from the Bank’s core data processing system. You acknowledge and agree that, in the event of any discrepancy between information retrieved using the Account Management Services and the Bank’s core data processing system, the information from our core system shall be considered the information of record and will be assumed to be accurate.

a. Account Inquiries

You may obtain account and transaction information using the Online Service or by calling our Customer Service Center, including account balances, transaction histories, cleared checks and check images, and other information.

b. Data Import and Export

Most customers may download account transaction histories through the Online Service in a format that can be imported into compatible accounting systems or personal or small business financial software; provided, we do not guarantee any such compatibility and have no obligations or liability related to any such systems or software. You may also upload information from certain check-writing software programs to the Online Service.

c. Electronic Communications Disclosure and Consent

i. Definitions

In this Electronic Communications Disclosure and Consent:

- “Communications” means each disclosure, notice, agreement, fee schedule, periodic statement, record, document, and other information we provide to you, or that you sign, submit, or agree to at our request.
- “Electronic Service” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging), or software applications (including applications for mobile or hand-held devices), either now or in the future.
- “Gate City Product” means each and every account, product, or service we offer that

you apply for, own, use, administer or access, either now or in the future. Gate City Products include Electronic Services.

ii. Election to use Electronic Communications, and Signatures

In our sole discretion, the communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. In some cases, you will be able to choose whether to receive certain communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any communication via paper, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another communication how you may deliver that notice to us electronically.

There are certain communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those communications to you in writing. However, if the law changes in the future and permits any of those communications to be delivered as Electronic Records, this Electronic Communications Disclosure and Consent will automatically cover those communications as well.

We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

By consenting to receive communications electronically, you agree to provide us with the information (such as current email address) necessary to communicate with you electronically. You are required to update us with any changes to this information by contacting us through the method outlined below. To ensure that you receive ongoing electronic communications without interruption, you should notify us with any change at least ten (10) days prior to the end of your normal statement cycle.

iii. Obtaining Paper Copies

After consenting to receive electronic communications, if you wish to obtain a paper copy of the communications, you can do so by contacting us through any method outlined below. Refer to the fee schedule for any associated fees.

iv. Withdrawing Your Consent to Receive Electronic Communications, Consequences of Withdrawing Consent.

You may withdraw your consent to receive electronic communications at any time.

If you are receiving online account statement, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. After withdrawing consent if at any point in the future you proceed forward and utilize the electronic signature system you are once again consenting to receive communications electronically. You may withdraw consent to receive electronic communications and optionally electronic signatures by following the procedures described below.

To withdraw your consent:

- If you are enrolled in online banking, visit the Statements & Documents menu and change your delivery preference to Paper.
- Contact us via email at onlinebanking@gatecity.bank or phone at 800-423-3344.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

v. Hardware and Software Requirements

To receive Electronic Records, you must have access to:

- a Current Version of an Internet Browser (see Supported Browsers below)
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader),
- a computer and an operating system capable of supporting all the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form, and
- an active email address

By “Current Version,” we mean a version of the software that is currently being supported by its publisher. The following link includes more information on the browsers we currently support: [Supported Browsers](#).

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for mobile or handheld devices.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with

Electronic Services.

vi. Communications in Languages Other Than English

Please note, our Communications are produced in English. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to have any future English Communications explained to you.

vii. Contacting Gate City Bank

You may contact us to update your contact information or to obtain paper copies in the following methods:

- *Email:* Send an email to onlinebanking@gatecity.bank
- *Telephone:* Call us at (800) 423-3344.

To fulfill your request, we will need you to provide your full name and the email address associated with your Gate City Bank account, along with the specific actions you want us to take (update contact information, provide paper copies).

viii. Consent

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review Electronic Records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners or service users identified with your Gate City Products.

8. Transaction and Payment Services

We offer a variety of transaction and payment related Services (“Transaction Services”) that allow you to request a transfer of funds to and from your accounts and make and receive payments to or from third parties (each, a “Transaction Request”). Many of the Transaction Services can be accessed through the Online Service or by calling our Customer Service Center. Certain Transaction Services require you to submit an application and your access to them is subject to our approval. Some Transaction Services are also subject to additional terms, conditions, limitations and Security Procedures contained in separate agreements, applications, or disclosures provided to you before or at the time you are given access to the Service.

a. Internal Transfers

You may request internal transfers of funds from any Authorized Account in an amount up to the available balance in that account to any other Authorized Account. This includes internal

transfers between two deposit accounts, transfers from a deposit account to make a payment on a loan account or line of credit, or advances from a line of credit to a deposit account, provided each account involved in the transfer has been designated as an Authorized Account.

b. Sweep Service

The Sweep Service allows you to establish automatic transfers between a master or parent deposit account and one or more designated child accounts in order to maintain a specified balance or balance range in each child account. Once established, funds will be transferred from the master account to the child accounts when the balances in the child accounts falls below the balance threshold or range that you specify, or funds will be transferred from the child accounts to the master account when the balances in the child accounts exceeds the threshold or range. The Sweep Service can also be used to designate one or more child accounts as zero-balance sweep accounts.

The Sweep Service is governed by a separate Sweep Agreement that includes an application form you must use to designate master accounts, child accounts, and the sweeps you wish to establish.

c. Bill Pay Service

The Bill Pay Service allows you to request a payment or initiate a payment to a third party. The Bill Pay Service can be accessed through the Online Service and allows you to request one-time or recurring payments from an Authorized Account to another party, including individuals, companies or organizations. The Bill Pay Service is subject to the terms and conditions set forth in the Bill Pay Terms of Service (including the "General Terms for Each Service," and the "Bill Payment Service Additional Terms") and the applicable Bill Pay Privacy Policy.

d. Automated Clearing House Service

The Automated Clearing House ("ACH") Service allows you to initiate debit or credit ACH entries ("Entries") to accounts maintained by us and other financial institutions through the ACH Network. You will be required to apply for access to the ACH Service and provide any requested documentation and information before you will be permitted to initiate Entries.

i. Acknowledgement and Authorization

The ACH Service is intended to be used to transmit Entries for which you are the "Originator" of the Entry as defined by the National Automated Clearing House Association ("NACHA") Operating Rules (the "Rules"). If we determine that you are a "Third-Party Sender" or other designation under the Rules, we may require you to agree to additional terms, conditions and obligations by separate written agreement before approving your access to, or allowing you to continue to use, the ACH Service.

By applying for or using the ACH Service, you authorize the Bank to transmit any Entry received by the Bank from you in accordance with the Rules and the terms of this Agreement and to credit or debit the amount of such Entry to the account(s) that you specify.

ii. Return Thresholds

The Rules establish thresholds for returned ACH transactions, including for returns on the basis that the transaction was unauthorized, returns for administrative reasons, and total returns regardless of cause (collectively, ACH Return Thresholds). You agree that you will not exceed ninety five percent (95%) of any ACH Return Threshold contained in the Rules.

If you reach or exceed any ACH Return Threshold, we may, at our sole discretion, in addition to any of our other rights under this Agreement, (i) reduce your Exposure Limits under Section 8(i); (ii) suspend your use of the ACH Service until you demonstrate to our satisfaction that you have a reasonable plan for reducing your return rates; (iii) terminate your access to the ACH Service; or (iv) take any other action we deem necessary to protect the Bank or the ACH Network.

iii. Compliance with NACHA Rules and Applicable Law

Your rights and obligations with respect to your use of the ACH Service and any Entry are governed by the Rules, this Agreement, and the laws of the state of New York. The current Rules are available online at www.nachaoperatingrulesonline.org. By using the ACH Service, you expressly agree to comply with and be bound by the Rules, as well as applicable law. You may not transmit any Entry or engage in any act or omission that violates or causes the Bank to violate the Rules, applicable laws, regulations or regulatory requirements, including regulations of the Office of Foreign Asset Control (OFAC), sanctions or executive orders. You warrant and represent that you have access to the most recent version of the Rules and have reviewed and understand the Rules prior to initiating any Entries.

iv. Suspension, Termination for Violation of Rules

In addition to any other suspension or termination rights set forth in this Agreement, you acknowledge that we may suspend, terminate, or limit your access to the ACH Service and your ability to transmit Entries immediately if you violate the Rules, cause us to violate the Rules, or if you exceed any ACH Exposure Limits or ACH Return Thresholds. If we take any such action, we will inform you in writing.

v. Entries

You agree only to transmit Entries to us that comply with any instructions we provide with respect to the transmittal of Entries (“ACH Origination User Guides and other job aids or guides”). We have no obligation to transmit any Entry that would violate applicable law, or if you fail to comply with the Rules, this Agreement, or any ACH Origination User Guides and other job aids or guides.

You agree that the Bank may proscribe ACH Origination User Guides and other job aids or guides that set forth specific methods and procedures for your use of the ACH Service, including your

transmittal of Entries, which we may change from time to time at our sole discretion. You agree that you are bound by the terms of the ACH Origination User Guides and other job aids or guides as if such terms were provisions of this Agreement.

You understand and agree that the Bank has no obligation to monitor your use of the ACH Service for impermissible transactions or to detect or correct any errors with respect to the Entries you transmit to us.

vi. Processing of Entries

You understand that you have no right to cancel or amend any Entry after the Bank receives it. However, the Bank will use reasonable efforts to act on your requests to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an account held by the Bank.

You understand and agree that we may rely solely on the account numbers provided with any Entry and payment of the Entry may be made on the basis of such number even if it identifies a person different from the named Receiver.

vii. Third-Party Service Providers

You may only use special equipment, services or software provided by a third party to assist you in creating and transmitting Entries (“Service Provider”) with the Bank’s written approval. If you use a Service Provider to transmit Entries to the Bank, you agree that (i) the Service Provider is acting as your agent in the delivery of Entries to the Bank, and (ii) you assume full responsibility and liability for any failure of Service Provider to comply with applicable laws, the Rules, and this Agreement.

viii. Your Account Payments; Fees

You agree to pay for all credit Entries that you or the customer’s Authorized Users make, as well as credit Entries otherwise made effective against you. You agree to pay the Bank on the date as determined by the Bank in its sole discretion.

You also agree to pay the Bank for the amount of each debit Entry returned by another financial institution or debit Entry dishonored by the Bank.

ix. Your Credit Approval

By providing you with access to the ACH Service, the Bank is making certain warranties on your behalf; specifically, the Bank is assuring the ACH network that you are able to pay for the intended Entries. Accordingly, you agree to provide the Bank with any ACH agreements that you make, supplemental financial information, and a separate credit agreement if the Bank so requests.

x. Our Liability

In addition to the limitations of liability described below in Section 17, and notwithstanding the generality of Section 15(c), to the extent allowed by law, the Bank shall not be liable for and shall

be excused from failing to transmit or any delay in transmitting an Entry (1) if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (2) if, for any reason, the ACH Operator fails or declines to process an Entry; (3) if, in the Bank's sole discretion, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any Rule, law, regulation or regulatory requirement; (4) if processing an Entry, in the Bank's sole discretion, would cause it to engage in an unsafe and unsound practice; or (5) you fail to send a response to the Bank's acknowledgement, as described in any ACH Origination User Guides and other job aids or guides. Subject to the limitations of liability described in Section 17, to the extent of the Bank's liability for loss of interest resulting from its error or delay, any such interest shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At the Bank's option, payment of such interest may be made by crediting your Account.

The Bank is not responsible for your acts or omissions (including the amount, accuracy, timeliness of transmittal or authorization of any Entry received from you) or those of any other person, including any Federal Reserve Bank, ACH operator or transmission or communications facility, any Receiver or RDFI as defined in the Rules (including the return of an Entry by such Receiver or RDFI), and no such person shall be deemed the Bank's agent.

e. Wire Transfer Service

The Wire Transfer Service allows you to request wire transfers electronically through the Online Service from an Authorized Account permitted to send and receive wire transactions. If you have not designated an Authorized Account, any account you have with us is an Authorized Account to the extent that payment of the wire Instruction is not inconsistent with the use of the account. Your access to the Wire Transfer Service is subject to our approval. When making a request for a wire transfer through the Online Service, you will receive a message from us confirming our receipt of your wire Instructions.

i. Execution of Wire Transfers

An Instruction for a wire transfer request is considered accepted by us when we execute the wire transfer. We will only accept an Instruction for a wire transfer request if (1) we actually receive wire Instructions from you; (2) the Instructions identify the Authorized Account from which the wire will be paid; (3) you have sufficient available funds in the Authorized Account to pay for the wire and any applicable fees; (4) the requested wire transfer would not exceed any applicable transaction limits or restrictions; (5) the request is made in accordance with applicable Security Procedures; and (6) complies with applicable federal and state laws, as well as the rules of the applicable payment system. You must pay us the amount of the wire transfer, plus any applicable fees, before we will execute the request. You may give us a wire Instruction electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

ii. Notices Concerning Wire Transfers

If we determine, at our sole discretion, not to honor, execute or accept a wire transfer request, we will make reasonable efforts to notify you. We will also make reasonable efforts to notify you promptly if a wire transfer is returned to us after its execution. In either case, we will have no liability by reason of our delay or failure to provide you with notice.

We are not obligated to accept any wire Instruction that you give us, although we normally will accept your wire Instruction if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your wire Instruction, but give you notice of our rejection of your wire Instruction after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account. If we receive a wire instruction credit an account you have with us, we are not required to provide you with any notice of such wire instruction or the credit.

iii. Cut-Off Times

In general, wire transfers initiated prior to the cut-off time indicated in your Cash Management Application and Addendum on any business day will be effective the same business day, and otherwise will be processed on the next business day.

iv. Payment

If we accept a wire Instruction you give us, we may receive payment by automatically deducting from any Authorized Account the amount indicated in the wire Instruction plus the amount of any expenses and charges for our services in execution of your wire Instruction. We are entitled to payment on the payment or execution date. Unless your wire Instruction specifies otherwise, the payment or execution date is the funds transfer date on which we receive the wire Instruction. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your wire Instruction is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the wire Instruction. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the wire Instruction.

v. Duty to Report Unauthorized or Erroneous Payment

You must exercise ordinary care to determine that all wire Instructions or amendments to wire Instructions that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed wire Instruction or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will

not in any circumstances twenty-four (24) hours from when you are notified of our acceptance or execution of the wire Instruction or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice, you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

vi. Draw-Down Wires/Reverse Wire Requests

We may offer you a “reverse wire” or “draw-down” service (“Draw-Down Wire Service”) that allows you to authorize a third party to submit payment requests to us, the amount of which plus any applicable fees we will draw from an Authorized Account you designate and send to the third party by wire transfer. Your access to the Draw-Down Wire Service is subject to you providing an authorization request to us and our approval. The terms and conditions of this Agreement (including this subsection (e)) apply to Draw-Down Wire requests and instructions made by an authorized third party to the same extent as Instructions for a wire transfer request provided by you.

f. Reliance On Your Instructions and Your Responsibility to Provide Accurate Information

Be sure to carefully review all information you provide to us regarding any Transaction Request through any of the Services before authorizing the transaction. You are solely responsible for providing us with accurate and complete information with all Transaction Requests, including Transaction Requests we receive from third parties you have authorized through the Draw-Down Wire Service, and we are entitled to rely on the information provided. In addition, we and, if applicable, any intermediary banks may process any Transaction Request solely on the basis of the bank identifying numbers and account numbers you provide, even if the Transaction Request indicates a different beneficiary or recipient than the name associated with the identifying number or account number.

g. Foreign Currency

All Transaction Requests will be processed in U.S. Dollars. For the Wire Transfer Service Only, you may request that we execute a wire transfer in the currency of a foreign government or intergovernmental organization. For such requests, we will debit your Authorized Account for an equivalent amount in U.S. Dollars, determined on the basis of our buying rate for such foreign currency on the date of the transfer. If any Transaction Request initiated in a foreign currency is subsequently reversed or returned, we will pay to you the value in U.S. Dollars of the amount of foreign currency received by us as determined by our buying rate for that foreign currency on the date of receipt. We will have no liability to you for any loss due to a currency exchange.

h. Transaction Limits

You agree not to exceed the transaction limits applicable to any Service made available to you. Transaction limits applicable to your use of the Services can be found in your Cash Management Application and Addendum and any applicable deposit account agreements associated with your Authorized Accounts. We may decline to process any Transaction Request that will exceed applicable transaction limits.

i. Exposure Limits

We may establish limits to your transaction activity through the Transaction Services (“Exposure Limits”) to manage the Bank’s risk and avoid excessive rates of unpaid, returned or reversed transactions. If Exposure Limits are applied to your use of the Transaction Services, we may reject or refuse to honor any Transaction Request or other transaction that would cause you to exceed the Exposure Limit. Such Exposure Limits may be changed from time to time at our sole discretion. We will notify you of any applicable Exposure Limit and any changes we make to such limits. Such notice may be provided orally or in writing, including electronically, by any commercially reasonable means.

You acknowledge that any such Exposure Limits are in addition to the transaction limits disclosed in your Cash Management Application and Addendum and are not part of any Security Procedure. Exposure Limits may be waived by us in our sole discretion, and you understand that you may not rely on any Exposure Limits as a limit on the total amount of transfers or other transactions that may be authorized in your name on any business day.

j. Risk Management Services

We offer Risk Management Services designed to allow you to reduce the risk of loss that could result from the payment of checks and ACH transfers not authorized by you or checks that are lost, stolen or altered after issuance. These Services are generally optional. However, we may condition your access to other Services or to maintain accounts with us on your use of the Risk Management Services in the event one or more of your accounts with us experience a high degree of check fraud claims or unauthorized transactions.

k. Positive Pay Service

The Positive Pay Service is available to customers using the Online Service and restricts the payment of checks from Authorized Accounts. With Positive Pay, checks will be paid or returned based on specific criteria selected by you when you apply for the Positive Pay Service or selected through the Online Service. We offer two types of Positive Pay, (1) Traditional Positive Pay and (2) Payee Verification.

i. Traditional Positive Pay

If you elect to use Traditional Positive Pay, you will be required to submit an “Issued Items File” to us through the Online Service each business day that checks are issued on an Authorized Account by the cut-off time indicated in your [Cash Management Application and Addendum].

We will compare all checks that are presented to us for payment that are drawn on an Authorized Account to the Issued Items File and pay any check that matches the check number and amount listed in the Issued Items File without further action from you. We will post a list of any checks presented to us that were not included in the Issued Items File, or did not match the check number or amount listed in the Issued Items File (collectively, "Exception Checks"), to the Online Service each business day.

ii. Payee Verification

You may also elect to use Payee Verification. Payee Verification follows the same procedures as Traditional Positive Pay described above, except the Issued Items File must also include the name of the payee on each check issued. Exception Checks will include those checks that do not match the applicable payee name in addition to those that do not match the check number or amount listed in the Issued Items File.

iii. Handling of Exception Checks

When you apply for the Positive Pay Service, you must select between two options, "Pay Default" and "Return Default," that will determine how we handle Exception Checks.

If you select Pay Default, we will pay any Exception Check unless you object to such payment by submitting a return request through the Online Service by the cut-off time shown in your [Cash Management Application and Addendum].

If you select "Return Default," we will return all Exception Checks unpaid unless you request that we pay an Exception Check by submitting a pay request through the Online Service by the cut-off time shown in your [Cash Management Application and Addendum].

Return requests and pay requests must be in the form we require and accurately identify each Exception Check you want us to return or pay by check number and amount.

iv. Issued Item Files

Each Issued Items File must list all checks issued on each Authorized Account since the last Issued Items File provided to us. Each Issued Items File must include all information required by us and be provided to us in the format we specify.

I. ACH Verification Service

The ACH Verification Service is available to customers using the Online Service and restricts ACH transfers from Authorized Accounts. We offer two types of ACH Verification, (1) ACH Filtering and (2) ACH Blocking.

i. ACH Filtering

If you elect to use ACH Filtering, you will be permitted to establish parameters for ACH transfers to be paid or flagged for your further review through the Online Service. ACH transfers that are

flagged for further review will require you to provide us with instructions to pay or block and return the transfer through the Online Service. All pay or return instructions must be provided to us by the cut-off time shown in your [Cash Management Application and Addendum]. If you do not provide us with instructions by the cut-off time, we will return all flagged ACH transfers.

ii. ACH Blocking

If you elect to use ACH Blocking, ACH transfers will be blocked and returned to the sender based on the parameters you establish through the Online Service.

iii. Notification

You may be given various options to receive notifications related to the ACH Verification Service depending on the type of ACH Verification you choose. Such options will be accessible through the Online Service.

m. Stop Payment Requests

Please refer to the "Terms and Conditions of Your Account" governing your deposit account for our policies and procedures regarding stop payment requests. In addition, the terms and conditions for stop payment requests applicable to the Bill Pay Service is contained in the Bill Pay Terms of Service (including the "General Terms for Each Service," the "Bill Payment Service Additional Terms," and the "Zelle and Other Payment Services Additional Terms").

n. Amendment or Cancellation of Transaction Requests

Except as permitted through the Online Service or by calling the Customer Service Center, and unless this Agreement or another agreement, user guide, or disclosure provides otherwise, you do not have a right to cancel or amend a Transaction Request once we have received it. However, we may attempt to amend or cancel a Transaction Request upon request at our sole discretion. If we attempt to reverse or modify a transaction at your request, we assume no liability therefor, including for any interest or losses that result if the reversal or modification is unsuccessful. Any request to amend or cancel a Transaction Request must include the exact amount (dollars and cents) of the Transaction Request at issue and, if applicable, clear instructions on how the Transaction Request should be modified. You are solely responsible for providing notice to the receiver or beneficiary of the Transaction Request that a reversal or modification is being transmitted and the reason for the reversal or modification.

o. Our Right to Reject Transactions

Unless prohibited by law, we may refuse any Transaction Request or other transaction for any reason at our discretion and without prior notice. This includes, but is not limited to, transactions we believe are illegal, fraudulent, violate any applicable funds transfer or payment network rules, violate the terms of this Agreement or any other agreement you have with us, would exceed any

applicable transaction limits, would cause you to overdraw your account, or pose an undue risk to the Bank.

p. Disclosures Regarding Electronic “Wholesale Credit” Transactions Subject to UCC Article 4A

Provisional Payment (ACH) - Credit given by us to you with respect to an ACH credit Entry is provisional until we receive final settlement for such Entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such Entry, and the party making payment to you via such Entry (i.e., the Originator of the Entry) shall not be deemed to have paid you in the amount of such Entry.

Notice of Receipt of Entry – Under the NACHA Rules, which are applicable to ACH transactions involving your accounts, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law - We may accept on your behalf payments to your accounts which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, as provided in the NACHA Rules.

q. Notice of Transactions and Rejections

Unless otherwise specified in this Agreement or agreed to by you and the Bank, we will notify you of the execution, making or transmittal of Transaction Requests related to the Services. We will notify you if we, any funds transfer system or clearinghouse, or any other bank rejects or fails to execute a Transaction Request, and will inform you of the reason for the rejection or failure after we receive notice of the reason, unless prohibited by law. If a Transaction Request is rejected, we will refund any monies debited from your account in connection with the Transaction Request only after we have received confirmation of the effective cancellation of the Transaction Request and the Bank is in possession of the funds associated with the Transaction Request. If the Transaction Request is payable in foreign currency, we will credit your account for the value of the Transaction Request after it has been converted to U.S. Dollars at the Bank’s buying rate for exchange at the time the cancellation of the order is confirmed by us.

r. Taxes

You understand that you are responsible for all tariffs, duties, or taxes (excluding U.S. federal, state, and local taxation of the income of the Bank) imposed by any government or governmental agency in connection with any Transaction Request executed pursuant to this Agreement.

s. Use of Fund Transfer Systems and Consent to Governing Rules

The Bank may facilitate any Transaction Request by use of any ACH, Fedwire or other funds transfer system we choose at our discretion. If the accounts to be debited and credited pursuant to a Transaction Request are both maintained by the Bank, we may facilitate the Transaction Request by a “book” transfer rather than through a funds transfer system. The Bank will be responsible for selecting an ACH Operator for transmission of Transaction Requests involving ACH Entries. You acknowledge that all Transactions Requests will be governed by, and you agree to be bound to, the rules of the funds transfer system(s) we use to execute the Transaction Request (“Governing Rules”), including Fedwire, NACHA, the Clearing House Interbank Payments System (“CHIPS”), and the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”).

9. Remote Deposit Capture Service

We offer a Remote Deposit Capture (“RDC”) Service that can assist you in making deposits without visiting a retail office location. You must apply and be approved to receive the RDC Service.

The RDC Service consists of a check scanning device (the “Scanner”), access to a browser-based software program, and all related materials and documentation (collectively herein the “Program”). The Program permits you to scan paper checks and electronically transmit images of the checks (“Check Images”) to the Bank for collection.

a. RDC Service Instructions; Legal Requirements

You agree that the Bank may proscribe specific methods of and procedures for your use of the RDC Service, check handling and the transmission of Check Images in separate instructions the (“RDC Service Instructions”), which we may change from time to time at our sole discretion. You agree that you are bound by the terms of the RDC Service Instructions as if such terms were provisions of this Agreement.

You agree to comply with the RDC Service Instructions and with all applicable state and federal laws, rules and regulations affecting the use of checks, drafts and Check Images.

b. Limited Sublicense for Use of the Program

Subject to the terms and conditions of this Agreement, the Bank grants you a non-transferable and non-exclusive sublicense to: (1) use the Program solely for processing checks in connection with your own business operations and in accordance with the applicable Program documentation and solely on equipment that has been approved by the Bank (“Authorized Equipment”) and (2) copy and use the applicable Program documentation solely to support your authorized use of the Program. The Customer acknowledges and agrees that the Program is valuable, confidential, and proprietary property of the Bank or its vendors and agrees not to transfer, distribute, copy, reverse compile, modify, or alter the Program.

c. Your Security Responsibilities

You are solely responsible for protecting against unauthorized access to the Scanner and the Program.

d. Authorized Equipment

We will provide you with a Scanner and access to the Program, as well as assistance during your initial installation of the Scanner and setup of the Program. You understand that you are solely responsible for any computer systems, networks, internet connections or other equipment you will use in connection with the Scanner and Program. The Bank's entire liability and your exclusive remedy with respect to failures of the Scanner or the Program is limited to the replacement of any Scanner that is returned to the Bank.

After delivery and installation of the Scanner and Program, the Bank will assist you in obtaining technical support and other information for the operation and use of the Scanner from our vendor until the termination of your access to the RDC Service. Such support and information shall be provided at your expense, when applicable. We will also provide you with any modifications, refinements, and enhancements to the Scanner which our vendor may implement and for which we have received notification. However, you will remain solely responsible for ensuring that the Authorized Equipment is functioning properly.

e. Check Handling; Collections

You agree to submit and deposit only checks (i.e., drafts drawn on a credit union, savings and loan, or bank and payable on demand). You represent and warrant that each check and corresponding Check Image is provided in compliance in all respects with applicable law, this Agreement, and the RDC Service Instructions.

We will process Check Images according to the amount you enter, if applicable, or by the numeric amount shown. If the numeric amount is unclear, we may process the Check Image according to the written amount and may correct any amount that you entered.

f. Provisional Credit; Funds Availability

At its option, the Bank may either transmit Check Images for collection through the Federal Reserve system, peer-to-peer image exchange, or convert Check Images to substitute checks and place such substitute checks into the payment system for collection. Check Images received for deposit will be provisionally credited to your Account, subject to final collection. If the Bank does not receive such final payment for the Check Images, we are entitled to a refund from you in the amount of the credits to the Account. Funds will be available for withdrawal in accordance with our standard funds availability schedule, a copy of which is available upon request.

We will retain Check Images for 45 days or as may be required under applicable law. Fees for obtaining copies of Check Images may apply.

g. Returned Deposit Items

The Bank may reject any Check Images if you are not in compliance with the terms of this Agreement, the RDC Service Instructions, or applicable law. We reserve the right to reject any Check Images and have no liability to you for such rejection. The Bank will handle returned Check Images in the manner described in the RDC Service Instructions.

The Bank reserves the right to redeposit dishonored checks and attempt collection again, unless you provide special Instructions regarding return deposit items.

10. Prohibited or Restricted Uses of Services

You agree that you will not use, or permit any Authorized User to use, the Services in any way that would violate, or cause the Bank to violate, any federal, state or local laws, regulations, ordinances or rules, or any applicable payment or funds transfer network rules. You also agree that you, nor any of the customer's Authorized Users, will use the Services in connection with any restricted business activities without obtaining prior, written permission from the Bank. Restricted business activities include:

- Adult entertainment
- Cannabis or CBD
- Cryptocurrency and digital assets
- Gambling, betting, and lotteries
- The sale of schedules II-IV controlled substances with a pharmaceutical license
- Financial services, including banks, bank affiliates, securities brokers, money transmitters, investment companies, or investment funds

If you are engaged in any of these activities or businesses, we may require that you provide additional information and documentation to determine your eligibility to use the Services.

11. Security Procedures

We require the use of various security procedures in connection with the Services to verify that Transaction Requests, requests for information or documentation, and other Instructions you provide or actions you take are issued and authorized by you (each, a "Security Procedure"). Security Procedures may differ by Service or the method by which you access the Services. Security Procedures may only be modified by written agreement with the Bank. You agree to follow the Security Procedures. You agree that we may implement new Security Procedures, or modify existing Security Procedures, contained in this Agreement or other agreements you may have with us from time to time and may require you to use such new or modified Security Procedures as a condition to your continued access and use of the Services.

You acknowledge that you have reviewed the Security Procedures applicable to each Service before your use of the Service and agree that the Security Procedures used by the Bank are commercially reasonable and appropriate for the Services and your relationship with the Bank. If new Security Procedures are added or existing Security Procedures are modified, you agree to

review the new or modified Security Procedures before attempting to use the relevant Services and that your continued use of such Services constitutes your acceptance of the Security Procedures and their commercial reasonableness and appropriateness. Except as required by applicable law, you agree to be bound by, and liable for, all transactions and actions initiated using the Security Procedures. To the extent you are permitted to choose between more than one Security Procedure in connection with a Service, or request that all or any part of a Security Procedure be curtailed, deactivated, or otherwise modified, you solely accept any resulting liability.

You also acknowledge that the Security Procedures are for the purpose of verifying the authenticity of your transactions, requests and Instructions, and are not intended to, and will not, detect errors. In addition, you agree that your use of the Security Procedures, whether or not modified at your request, do not diminish or otherwise affect your responsibility to implement and maintain procedures and safeguards against unauthorized access and activity in connection with the Services, including exercising appropriate supervision of Authorized Users and others you permit to access the Services and taking reasonable steps to maintain the confidentiality of the Security Procedures and any associated access credentials, usernames, passwords, PINs, codes or similar authorization methods.

a. Online Service Security Procedures

Access to the Online Service requires, at a minimum, a username and password, and may also require a token or verification of an image selected by you. Access to certain Services through the Online Service may require further use of a token, code, or similar security measure. You may be given options for modifying the Security Procedures applicable to certain, but not all, aspects of the Online Service, such as the procedures for adding Authorized Users or changing or resetting passwords, establishing or changing transaction limits, restricting access to certain Authorized Accounts or Services, or requesting additional usernames, passwords, tokens, codes and other similar security measures.

Instructions will be provided to you, through the Online Service or separate documentation, for setting up the initial security parameters for the Online Service and the Services accessible through the Online Service. You will also be required to establish security questions and answers to be used when requesting a password reset or when making certain other changes through the Online Service.

b. Customer Service Center Security Procedures

When calling our Customer Service Center to access or use the Services, you will be required to orally convey the account number of an Authorized Account and certain other non-public information that would generally be known only to you or an Authorized Person. You may be given the option to restrict access to certain accounts or transactions through the Customer Service Center. You may contact our Customer Service Center for more information concerning your options related to such Security Procedures.

c. Other Security Procedures

There are additional Security Procedures associated with certain Services, such as the Wire Transfer Service, Draw-Down Wire Service, the ACH Service, and the Bill Pay Service. Instructions concerning such Security Procedures will be provided to you through the Online Service or other documentation. You agree to comply with all such Security Procedures under this Agreement.

12. Responsibility for Safeguarding Security Procedures and Related Information

You are responsible for safeguarding all Security Procedures, as well as the credentials, user names, passwords, PINs, codes or similar information associated with the Security Procedures or the Services. You agree to implement and maintain reasonable procedures and controls in addition to the Security Procedures to ensure such safeguarding, as well as instruct and exercise adequate supervision over the customer's Authorized Users and any other persons you permit to access the Services with respect to such procedures, controls and Security Procedures.

You agree that you will immediately notify us of any loss, theft or compromise of Security Procedures, credentials, passwords, PINs, codes or similar, as well the loss, theft or compromise of any computer, mobile device, network, or system you use to access the Services. Such notice must be made to us by calling Our Customer Service Center at (701) 293-2400 or (800) 423-3344.

13. Responsibility for Customer Technology and Equipment

Use of the Services may require you to use equipment, software, applications, internet access, mobile devices, communications tools and other technology that is not provided by or controlled by the Bank ("Customer Technology"). It is your responsibility to ensure that all Customer Technology meets or exceeds the Bank's minimum specifications for accessing the Services, including the Online Service and any applicable Security Procedures. All Customer Technology used in connection with the Services must be owned or leased and controlled by you.

All network technology that allows you to access the Services and the Bank's systems, such as computers, servers, routers, modems and similar equipment must incorporate commercially reasonable firewalls, antivirus software and other protections designed to prevent unauthorized access and unauthorized use of your network and the Services. You agree that you will, and will be responsible for, using the most current versions (including all updates and patches) of (1) operating systems; (2) internet browsers; (3) any software or applications needed to use or access the Services; and (3) security software that provides firewall, intrusion and antivirus protection ("Security Software"). You further agree to maintain, at a minimum, the recommended settings and performing all recommended system scans and checks established by the provider of your Security Software for ensuring a commercially reasonable security environment. You warrant and represent that all Customer Technology is free from any software or applications that alter or modify the operating or security features of any of the Security Software.

You agree that you are solely responsible for selecting and maintaining all Customer Technology and Security Software.

14. Acceptance of Risk When Using the Internet and Other Third-Party Communication Tools and Systems

You acknowledge that the Bank does not control and is not responsible for third-party communication tools, systems or services, such as email, text message, and your access to the internet. Although we employ certain protections to prevent unauthorized access to the Services and your accounts, there is no guarantee that any communications between you and the Bank made through any third-party tool, system or service will be secure or cannot be intercepted. You agree that you are solely responsible, and that we are in no way liable, for any issues that may arise from your use of third-party communication tools, systems or services.

15. Information Processing and Reporting

We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We are not responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will have no duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed to by us in writing, we will not be required (by means of any Security Procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

a. Your Use of Email and the Internet

If you send us electronic mail (“email”), we may not receive or review it immediately. You agree to afford us a reasonable time to act upon any email request or notice, and we reserve the right to reject any transaction instruction or other request received by email. You acknowledge that, even though email may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third-party networks or persons with access to the internet. As such, we recommend that you not send account data or other sensitive information to us by email. We reserve the right to monitor your email or any other electronic communications with our employees and agents.

b. Information You Provide to Us

You assume the sole responsibility for providing us with complete and accurate information in the form and format we may require. We are not responsible for confirming such information, detecting errors or omissions, or for monitoring or refusing to process (or delaying in processing or acting on) any duplicate Instructions (as defined below) by you or the customer’s Authorized Users, or your agents. For example, if you give us a wire transfer Instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us.

c. Your Instructions

We are entitled to rely on, and shall incur no liability for following, any written notice, instruction, Transaction Request or other communication (“Instructions”), including those delivered by facsimile or electronic mail; provided, we believe in good faith that the Instruction is genuine and has been signed or otherwise authenticated by a person designated as an Authorized User. We are entitled to act on any incomplete Instruction, where, in our reasonable opinion, it contains sufficient information.

Transactions may not be executed by us immediately when an Instruction is received, and certain Instructions may only be processed during normal banking hours. We may refuse to follow or delay in following and shall incur no liability for refusing to follow or delaying in following, any Instruction in our sole discretion, including in order to comply with applicable law.

d. Your Beneficiaries

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary’s financial institution in transfer and payment Instructions. If you describe any beneficiary or institution inconsistently by name and number, we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution. You also understand that any other institution involved in processing your transaction (such as the beneficiary’s bank) may do the same.

e. Your Review of Data and Information

You acknowledge that it is not possible for us or the Services to be totally free from operator, programming or equipment error, and that errors in processing or compiling information and data may occasionally occur. For example, errors may occur due to the failure of others to provide accurate information to us, telecommunication failures, or a breakdown in an electronic data interchange. As such, you agree to review and verify all data and information we provide or display to you and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting or informational errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain backup files of the data you submit to us for a reasonable period of time in order to facilitate any needed reconstruction of your transactions or other information (e.g., in the event of a telecommunication failure).

16. Fees

The fees and charges for the Services under this agreement will be set forth in your (Cash Management Application and Addendum, in a separate agreement applicable to the relevant Service, or in the fee schedules associated with your Authorized Accounts. These fees may be in addition to any fees otherwise related to your accounts with us. You agree to pay all fees when

due. We reserve the right, upon written notice to you, to increase these fees and charges, or to impose additional fees and charges, in connection with the Services.

17. Liability, Disclaimer of Warranty and Indemnification

a. Our Liability for Unauthorized and Erroneous Transactions

Except as modified by this Agreement, our liability for unauthorized or erroneous transactions are as set forth in the deposit agreements and disclosures governing the Authorized Account on which the unauthorized or erroneous transaction occurred.

b. General Limitation of Liability

OUR LIABILITY HEREUNDER IS LIMITED TO ACTUAL DAMAGES ARISING DIRECTLY FROM OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE WHEN PERFORMING THE SERVICES.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL BANK OR ITS AFFILIATES, SUCCESSORS, ASSIGNEES, AGENTS OR SERVICE PROVIDERS BE LIABLE TO YOU (1) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING, WHETHER UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY) IN CONNECTION WITH THE SERVICES AND THIS AGREEMENT, INCLUDING LOST PROFITS, DATA LOSS, OR OTHER PECUNIARY LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND (2) FOR AN AMOUNT EXCEEDING THE AVERAGE FEES ACTUALLY PAID BY YOU AND RECEIVED BY US DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

THIS AGREEMENT AND OUR OTHER AGREEMENTS WITH YOU MAY CONTAIN ADDITIONAL LIMITATIONS OF LIABILITY.

c. DISCLAIMER OF WARRANTY

NEITHER BANK NOR ITS AFFILIATES, SUCCESSORS, ASSIGNEES, AGENTS OR SERVICE PROVIDERS MAKES ANY REPRESENTATION OR WARRANTY TO YOU AS TO THE SERVICES HEREUNDER, INCLUDING ANY HARDWARE, SOFTWARE, MOBILE APPLICATION, EQUIPMENT, TECHNOLOGY OR ASSOCIATED DOCUMENTATION PROVIDED BY US IN CONNECTION WITH THE SERVICES (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE, OR ERROR-FREE. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

d. Indemnification

You agree to indemnify and hold harmless the Bank and its affiliates, directors, officers, employees, counsel, agents, attorneys-in-fact, and other representatives from any costs, liabilities, claims, demands, losses, liabilities, penalties, actions, judgments, suits, damages, or expenses (including reasonable attorneys' fees, court costs, and fees of collection) (collectively, "Losses") related to or arising from the Services and this Agreement, and any related act or omission by us or you, including (1) any claim by a third party alleging that a Transaction Request or any other activity contravenes or compromises the rights, title, or interest of any third party, or violates any laws, rules, regulations, ordinances, court order or other mandate or prohibition, or (2) the breach of any representation, warranty, or covenant made by you to the Bank in this Agreement or any related agreement.

18. Resolution of Disputes (Arbitration Agreement)

PLEASE READ THE PROVISIONS OF THIS SECTION 18 (THE "ARBITRATION AGREEMENT") CAREFULLY. IT REQUIRES ALL CLAIMS BETWEEN YOU AND US TO BE RESOLVED BY BINDING ARBITRATION WHENEVER YOU OR WE CHOOSE TO SUBMIT A CLAIM TO ARBITRATION. BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO A SMALL CLAIMS COURT) AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

a. Agreement to Arbitrate

Either you or we may elect, without the consent of the other, to arbitrate any Claim (as defined below) through the binding arbitration process set forth in this Arbitration Agreement. For purposes of this Arbitration Agreement, "we," "our," and "us" include Gate City Bank and its employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns.

b. Claims Covered By Arbitration

"Claims" subject to this Arbitration Agreement include all of the following: (1) claims related to or arising out of this Agreement or any prior or later versions of the Agreement, as well as any changes to the terms of the Agreement; (2) claims related to or arising out of any aspect of any relationship between you and us that is governed by the Agreement; (3) claims related to or arising out of your account or any services provided to you under the Agreement; and (4) claims related to the interpretation, scope, applicability, or enforceability of the Agreement or Arbitration Agreement. Claims are subject to arbitration whether they are based in contract, tort, federal or state statute, constitution, regulation, or any other legal theory, or whether they seek legal or equitable remedies (except as provided in the "**Public Injunctive Relief Waiver**" section below). All claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Claims include claims or disputes that arose before the parties entered into the Agreement (such as claims related to advertising) or after termination of the Agreement or your account is closed.

c. **Claims Not Covered By Arbitration**

Claims filed by you or by us in a small claims court are not subject to arbitration, so long as the dispute remains in such court and advances only an individual claim for relief. The “**Class and Representative Action Waiver**” and “**Public Injunctive Relief Waiver**” sections below set forth additional claims not subject to arbitration.

d. **Commencing an Arbitration**

Unless the parties agree to select a different arbitration administrator, the arbitration shall be administered by the American Arbitration Association (“AAA”) under AAA’s Consumer Arbitration Rules, except as modified by this Arbitration Agreement. AAA’s rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free).

If AAA is for any reason unable to serve and the parties are unable to agree on an alternative arbitration administrator, then a court of competent jurisdiction shall appoint an arbitration administrator.

Either you or we may start an arbitration by giving written notice to the other party. This notice may be given before or after a lawsuit has been filed concerning the Claim and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. The party asking for arbitration must file a notice with the arbitration administrator pursuant to its rules.

e. **Arbitration Procedure**

Unless you and we agree otherwise in writing, the arbitration shall be decided by a single, neutral arbitrator, who shall be a retired judge or a lawyer with at least ten years of experience, selected in accordance with the chosen arbitration administrator’s rules.

The arbitrator will decide the Claim or Claims in accordance with the terms of the Agreement and applicable substantive law, including the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. Except as provided in the “**Public Injunctive Relief Waiver**” section below, the arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.

The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect to the Claim(s) in arbitration and shall not have any bearing on the rights and obligations of any other persons, or on the resolution of any other dispute.

The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information.

Any arbitration hearing shall take place in the county in which you reside, unless the parties agree in writing to a different location or the arbitrator so orders.

If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in- person hearing in accordance with the arbitration administrator's rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding except that any party may appeal any award relating to a Claim for more than \$100,000 or for injunctive relief to a three-arbitrator panel appointed by the arbitration administrator, which will reconsider de novo any aspect of the appealed award. The panel's decision will be final and binding. In either event, you or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

f. Arbitration Costs

You and we agree that each may bring claims against If permitted by the rules of the selected arbitration administrator, you agree to pay any initial filing fee charged to you by the arbitration administrator for any arbitration you commence. We will pay all other fees charged by the arbitration administrator or arbitrator, including any filing, administration, or arbitrator fees. We will pay the entire initial filing fee if: (1) you claim to be unable to afford it; and (2) you seek but cannot obtain a waiver of that fee from the arbitration administrator. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

g. JURY WAIVER AND LIMITATION OF RIGHTS

YOU AND WE AGREE THAT, BY ENTERING INTO THIS ARBITRATION AGREEMENT, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR A TRIAL BEFORE A JUDGE IN COURT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO A SMALL CLAIMS COURT). YOU AND WE ACKNOWLEDGE THAT ARBITRATION WILL LIMIT OUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL.

h. CLASS ACTION AND REPRESENTATIVE ACTION WAIVER.

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT TOGETHER IN THE SAME ARBITRATION (UNLESS THOSE PERSONS ARE

JOINT ACCOUNT HOLDERS OR BENEFICIARIES ON YOUR ACCOUNT OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION OR RELATED TRANSACTION). THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT ANY CLASS, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE PROCEEDING. THIS SECTION DOES NOT APPLY TO REQUESTS FOR PUBLIC INJUNCTIVE RELIEF, WHICH ARE ADDRESSED IN THE SECTION BELOW ENTITLED “PUBLIC INJUNCTIVE RELIEF WAIVER.”

i. PUBLIC INJUNCTIVE RELIEF WAIVER

NEITHER YOU NOR WE WILL HAVE THE RIGHT TO SEEK PUBLIC INJUNCTIVE RELIEF AS A REMEDY FOR ANY CLAIM AGAINST ONE ANOTHER (A “PUBLIC INJUNCTIVE RELIEF REQUEST”) IN ARBITRATION, IF SUCH A WAIVER IS PERMITTED BY THE FAA. IF SUCH A WAIVER IS DEEMED UNENFORCEABLE, YOU AND WE AGREE THAT THE PUBLIC INJUNCTIVE RELIEF REQUEST SHALL BE SEVERED FROM ANY OTHER CLAIMS OR REMEDIES YOU HAVE. THE PUBLIC INJUNCTIVE RELIEF REQUEST MUST BE ADJUDICATED BY A COURT AFTER ALL YOUR OTHER CLAIMS TO BE DECIDED IN ARBITRATION UNDER THIS ARBITRATION AGREEMENT ARE RESOLVED IN ARBITRATION. THE VALIDITY, ENFORCEABILITY, AND EFFECT OF THIS SECTION SHALL BE DETERMINED EXCLUSIVELY BY A COURT, AND NOT BY ANY ARBITRATION ADMINISTRATOR OR ARBITRATOR.

j. Governing Law

You and we agree that you and we are participating in transactions that involve interstate commerce and that this Arbitration Agreement and any resulting arbitration are governed by the FAA. Notwithstanding any section in the Agreement to the contrary, to the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply.

k. Severability

Notwithstanding any section in the Agreement to the contrary, if any section of this Arbitration Agreement (except for the “**Class Action and Representative Action Waiver**” above) is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Agreement. However, if the “**Class Action and Representative Action Waiver**” section is deemed invalid or unenforceable in whole or in part, then this entire Arbitration Agreement shall be deemed invalid and unenforceable.

l. Changes

Section 19(l), the “Term, Termination and Modification of Agreement and Services” section of the Agreement does not apply to this Arbitration Agreement. Instead, you and we agree that we have the right to change the terms of this Arbitration Agreement, provided, we will notify you in writing at least thirty calendar days before the change (other than a change to any address, telephone number, or website link provided herein) will take effect. Any change shall

not apply to any Claim against us that accrued prior to the effective date of the change. Instead, the change shall apply to all other Claims governed by this Arbitration Agreement that have arisen or may arise between you and us.

19. Other Terms and Conditions

a. Our Business Days

For purposes of this Agreement, our “business days” are Monday through Friday, excluding federal holidays.

b. Our Relationship With You

By providing you with the Services, we are establishing a banking relationship with you and committing to act in good faith and to the exercise of ordinary care in our dealings with you as defined by the Uniform Commercial Code as adopted by the State of North Dakota. This Agreement and your use of the Services does not create a fiduciary, advisory, or any other special relationship between you and us.

c. Periodic Reporting of Financial Information

You agree that at least once every twelve (12) months at our request, and at any other times upon our request, you will promptly provide to the Bank financial statements and other information as we may reasonably request for purposes of evaluating the Bank’s risk of nonpayment under this Agreement.

d. Audits and Inspections

We reserve the right to audit and inspect your books, records, policies, procedures, operations, premises and physical assets that relate to the Services. If we exercise this right, we will endeavor to provide at least thirty (30) day’s advance written notice except in exigent circumstances where such prior notice cannot be provided, including the request of a governmental authority or any relevant payment or funds transfer network. Any such audit or inspection shall be performed at the Bank’s expense unless the need for the audit or inspection arises from your breach or failure under this Agreement or any other agreement related to the Services.

e. Force Majeure

We will have no liability to you for our failing to comply with, or delaying in complying with, our obligations under this Agreement due to a computer malfunction, interruption of communication facilities, labor difficulties, acts of God, war, flood, fire, riot, pandemic, terrorist attack, or any other cause, in each case beyond the Bank’s reasonable control.

f. Default

The occurrence of any of the following will be deemed, the Bank’s sole discretion, a default under this Agreement:

- Any breach or default by you under the terms of this Agreement;
- Any breach or default under the terms of any other note, obligation, mortgage, assignment, guaranty, other agreement, or other writing to which you and the Bank are parties;
- The insolvency, death, dissolution, liquidation, merger or consolidation of the customer;
- Any appointment of a receiver, trustee or similar officer of any property of the customer;
- Any assignment for the benefit of creditors of the customer;
- Any commencement of any proceeding under any bankruptcy, insolvency, receivership, dissolution, liquidation or similar law by or against the customer;
- The issuance or levy of any writ, warrant, attachment, garnishment, execution or other process against any property of the customer;
- The attachment of any tax lien to any property of the customer;
- Any statement, representation or warranty made by the customer (or any representative of the customer) to the Bank at any time is determined to have been incorrect or misleading in any material respect when made;
- There is a material adverse change in the condition (financial or otherwise) of the business or property of the customer;
- The Bank in good faith believes that the prospect of due and punctual payment or performance of the customer's obligations under this Agreement is impaired; or
- The Bank in good faith believes that the customer is using the Services for any purpose that is illegal, fraudulent or exposes the Bank to an unacceptable risk of financial, legal or reputational harm.

g. Right of Set-Off; Remedies Cumulative

You acknowledge and agree that we have the right of set-off against any deposit account you have with us with respect to the amount of any and all fees, returns and refunds owed to the Bank by you under this Agreement or other agreement related to the Services without providing any notice to you or incurring any related liability therefor (including to the extent exercising our right of set-off results in the dishonor of any payments). Our rights and remedies under this Agreement or any other documents or instruments pursuant to or in connection with the Services are cumulative and not exclusive of any other rights or remedies.

h. Third-Party Institutions and Service Providers

We may work with one or more third-party financial institutions or service providers in connection with the Services. By using the Services, you authorize us to share your corporate, financial, or other information with such third parties as necessary to provide you with the Services or to complete transactions you have requested. You also license and authorize us to access information maintained by such third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us. We disclaim any liability for your use of any third-party financial institutions or service providers. Unless stated expressly

otherwise in writing, we do not endorse or make any representations or warranties regarding any third-party financial institutions or service providers.

i. Monitoring, Recording and Use of Communications

You acknowledge and agree that all telephone or electronic conversations, or any other communications among or between you, the Bank, any third parties used by you or the Bank, and any of your or our respective employees and agents, may be monitored and recorded and retained by us or our third-party service providers by use of any reasonable means unless prohibited by law. We may use any recording for reasonable business purposes, including security and quality assurance. However, we are under no obligation to make or maintain any such recording. We will not remind you that we may be monitoring or recording a telephone or electronic conversation unless required by law to do so.

j. Choice of Law and Venue

Except as otherwise specified, this Agreement will be construed in accordance with and governed by the laws of the United States and the State of North Dakota, without regard to conflicts-of-laws principles that would result in the application of the substantive laws of another jurisdiction. You agree that any dispute arising under this Agreement or relating in any way to the Services or your relationship with us, to the extent not arbitrated pursuant to Section 18, will be exclusively resolved in a federal or state court located in North Dakota and that you will be subject to such court's jurisdiction. You waive any objection that you may have based upon improper venue or forum non conveniens as to the conduct of any such proceeding.

k. Notices

Unless we provide to you an alternate or different address, all notices to the Bank must be in writing and sent to:

Gate City Bank
Attn: Cash Management Services
500 2nd Avenue North
Fargo, ND 58102

We may send notices to you by telephone, email, through the Online Service, or any other form of commercially reasonable communication based on the contact information you provide to us. You agree to keep us informed of any changes to your contact information at all times.

l. Term, Termination and Modification of Agreement and Services

Subject to our acceptance and approval, this Agreement shall be effective the earlier of your signing (including electronically) of this Agreement or any application for Services, or your first attempt to access the Services.

You may terminate this Agreement (or any or all of the individual Services) for any reason upon at least thirty (30) days' advance written notice to us. While we will generally endeavor to provide you with advance notice, we reserve the right to terminate or modify this Agreement or any or all of the Services, or limit, suspend or discontinue your access to any or all Services, at any time without notice and for any reason, including (i) for security reasons; (ii) as may be required by law, regulation, any Governing Rules or a government authority; (iii) your default under this Agreement or any other agreement with us; (iv) if you have not used any of the Services at least once in the last six (6) months; or (v) you otherwise present undue risk to the Bank as determined by us in our sole discretion. You will be responsible for paying any fees and charges related to the Services that have accrued on or before the date of termination.

Subject to Section 18(l), which pertains to amending the Arbitration Agreement, we may change this Agreement at any time by posting a revised version on our website or otherwise making the revised Agreement available to you. For example, we may add, delete, or modify terms. These terms include, but are not limited to, fees and charges for the Services.

m. Severability

In the event that any court or tribunal of competent jurisdiction determines that any provisions of this Agreement are illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected. To the extent permitted by law, you and we waive any provisions of law which prohibit or renders unenforceable any provisions of this Agreement, and to the extent such waiver is not permitted by law, you and we agree that such provision will be interpreted as modified to the minimum extent necessary to render the provisions enforceable.

n. Limitations of Assignment

You may not assign, transfer, or otherwise delegate, whether by operation of law or otherwise, your rights or obligations, in whole or in part, under this Agreement without the Bank's prior written consent. Any assignment, transfer, or delegation or attempted assignment, transfer, or delegation in violation of the foregoing shall be void. The Bank may assign, transfer, or otherwise delegate its rights or obligations, in whole or in part, under this Agreement in our sole discretion, including through the use of the Bank's subcontractors and service providers.

o. No Third-Party Beneficiaries

This Agreement is for the benefit only of you and is not intended to, and shall not be construed as, granting any rights to or otherwise benefiting any other person or entity.

p. Entire Agreement

This Agreement (and the other documents referenced herein) constitute the entire agreement and understanding between you and the Bank relating to the subject matter of this Agreement and supersedes all prior agreements (if any).

q. Survival

Sections 17, 18, and 19, and any other terms that expressly or are intended by their nature to survive termination of this Agreement, including any disclaimers of warranties and limitations of liability, shall survive the termination of this Agreement.

r. Statute of Limitations

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs.

s. Interpretation

For purposes of this Agreement, the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation,” the word “or” is not exclusive, and the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Words defined in the singular include the plural, and vice versa. Headings are included for convenience only and shall not affect the interpretation of this Agreement.