

This Cash Management Services Agreement (this "Agreement") is entered into as of, \_\_\_\_\_ by and between \_\_\_\_\_ ("you" or "your") and **Platinum Bank** ("Bank", "we", "us" or "our").

You agree to the terms and conditions of this Agreement, any related disclosures or online instructions and any additional terms, conditions, limitations, and restrictions contained in any related and any applicable account agreement(s) between you and us (collectively "Account Agreement(s)"), as well as any changes to these terms that are communicated to you from time to time. These terms apply to all Cash Management Service(s), which are set forth in this Agreement, and any and all Cash Management services subsequently included herein (collectively "Cash Management Service(s)").

"Cash Management Service(s) Customers" means any person using Cash Management Service(s). The following terms apply to Cash Management Services Customers. For purposes of this Agreement, a "Business Day" is every day on which we are open for purposes of carrying on substantially all of our business, except Saturdays, Sundays, and holidays observed by us.

## 1. REQUESTING CASH MANAGEMENT SERVICES

- a. Approved Services in Schedule A.
  - 1) Before using Platinum Bank, Cash Management Service(s), you shall request the services and authorize these services be added to your current services with us. Requests may be completed and submitted via email, communicated verbally, or in written format.
  - 2) We must approve your request(s), and approved services shall be listed on Schedule A and communicated to you via Schedule A.
  - 3) Following our approval of your request(s), you may then use the Cash Management Service(s) as requested for the deposit and/or loan account(s) available to you and listed in your Schedule A ("Authorized Account(s)"). All approved services shall be listed on Schedule A.
  - 4) All future accounts that you establish with us shall be added to Online Banking, as hereinafter defined, unless you instruct us to exclude them or not to make them available to Cash Management Service(s). In addition, all new checking accounts shall be added to Remote Deposit Capture, as hereinafter defined, unless you instruct us to exclude these accounts. All excluded accounts shall be listed on Schedule A.
  - 5) Notwithstanding anything contained herein to the contrary, you hereby acknowledge that, subsequent to the date of this Agreement, we may amend, modify, or offer additional Cash Management Service(s) to those listed on Schedule A on the date hereof. You also acknowledge and that any information and/or agreement regarding such an amendment, modification, or new Cash Management Service(s) shall be delivered by us to you, and that this Agreement shall be amended by us from time to time, as necessary, to reflect any amendment, modification, or new Cash Management Service(s), as determined in our sole discretion.
- b. Limitations, Conditions and Security. All applicable transaction limits and other limitations, conditions and Security measures for your use of Cash Management Service(s) shall be established and listed on Schedule A. Individual user access and limitations shall be established and maintained by you.
- c. Request for Cash Management Service(s) Information. We have the right to rely on the information provided by you (or which we in good faith believe was provided by you) until we receive notice of any changes to the information listed on your Schedule A or Schedule B and/or available to you in Online Banking in accordance with the terms of this Agreement and we have had reasonable time to make the requested changes.

## 2. CASH MANAGEMENT SERVICE(S)

- a. Use of Cash Management Service(s).
  - 1) You may only use Cash Management Service(s) for the Authorized Account(s) either as set forth in Schedule A, if applicable, or which are available in connection with your Authorized Account(s).
  - 2) Cash Management Service(s) are provided solely for your convenience and do not occur immediately

but instead may occur or process in accordance with our processing schedule.

- 3) You must use Cash Management Service(s) in accordance with all Governing Rules. "Governing Rules" means the laws, regulations and rules of the State of Minnesota and the United States, including but not limited to the Federal Check Clearing for the 21st Century Act, the Expedited Funds Ability Act, the National Automated Clearing House Associations' Rules, the American National Standards X9 specification, Uniform Commercial Code ("UCC") Articles 3 and 4, and any other applicable state, federal or network association laws, regulations or agreements.
  - 4) You represent and warrant that you shall not transmit any entry or engage in any act or omission that violates or causes the bank to violate the Governing Rules, applicable laws, regulations or regulatory requirements, including, without limitation, regulations of the Office of Foreign Asset Control ("OFAC"), sanctions and executive orders. The bank may terminate or suspend this Agreement upon written notice and material breach by you of the Governing Rules.
  - 5) You must not use Cash Management Service(s) for personal, family, or household purposes.
  - 6) You may not initiate TEL Entries or WEB Entries (as defined in the rules issued by the National Automated Clearing House Associations "NACHA") without our prior express written authorization.
- b. Fees, Limitations and Restrictions.
- 1) There may be certain fees and costs charged by us in connection with use of the various Cash Management Service(s) set forth under this Agreement. Please refer to the fee schedule provided to you periodically or upon request, for information on the fees and costs associated with each service or product provided as part of the Cash Management Service(s). Fees will be listed on Schedule A for the Cash Management Service(s) that you have requested.
  - 2) When using Cash Management Service(s), you must still comply with the terms and conditions of your existing agreements with any unaffiliated service providers (including, but not limited to, your internet service provider and mobile service provider). Unaffiliated service providers may charge you fees for data used in connection with Cash Management Service(s), and your agreements with unaffiliated service providers may provide for fees, limitations and restrictions which may affect your use of Cash Management Service(s). You are responsible for all of these fees, limitations and restrictions.
- c. Available Cash Management Service(s). You may use each Cash Management Service(s) described below as requested and listed in Schedule A.
- 1) Online Banking. You may access certain banking services through the bank website at [www.platinumbankmn.com](http://www.platinumbankmn.com) ("Online Banking"). You may use Online Banking for informational purposes, such as reviewing account balances and transaction records. If you use Online Banking for information purposes, you authorize the disclosure of loan, deposit or other account information using Online Banking. If any information obtained by you using Online Banking conflicts with our records, our records will control. You may also use Online Banking to transmit, Stop Payment Requests, Debit Transfers, and Intra-Bank Transfer requests through the Internet to us using a device capable of accessing Online Banking, your ISP (Internet Service Provider) and Internet browser software and our website and related software. We reserve the right to approve or deny your use of Online Banking. Online Banking can be used for the accounts indicated when you register for Online Banking and we reserve the right to approve or deny the accounts at any time.
  - 2) Bill Payment /I-Pay. Our bill payment service ("Bill Pay") allows you to schedule bill payments through I-Pay Bill Payment Services. We may at our option complete bill payment transactions by electronic funds transfer or by issuing a paper check drawn on your account. You are responsible for scheduling bill payments on time and for fees charged as a result of your failure to do so. You must request the Bill Payment option. Bill Pay can be used for the accounts indicated. You must click on the "enroll" button in Online Banking and click "I approve". We reserve the right to approve or deny your use of Bill Pay. Approved Bill Pay Services will be listed on Schedule A.
  - 3) Remote Deposit Capture. You may use the Remote Deposit Capture system ("Remote Deposit Capture") to scan deposited check items, input check MICR information, send electronic images of checks for deposit into your Authorized Account(s), and to access related reports. You must request Remote Deposit Capture services, and we must approve the request. Once approved, Remote Deposit Capture may be used for the checking

accounts indicated on Schedule A.

- a) Platinum Remote Deposit Polices. To use the Remote Deposit Capture system, you will scan deposited check items. You may also apply a franking mark to the deposited item. Depending on scanner or setup you, may need to manually input check information including, but not limited to, payer's name and a dollar amount. The image quality must be high enough that the following can be clearly read: the amount of the check, the payee, the drawee's signature, the date, the check number, the MICR line and any endorsements or other information written on the front or back of the check. The MICR line of the check must capture the routing transit number, the account number, and the serial number. All checks deposited with Remote Deposit Capture will be converted to a substitute check and deposited into your Authorized Account(s).
- b) Authorized Checks. You must not initiate an electronic check entry without first having a proper check which is payable to you, and you must only deposit checks that are authorized by this Agreement and your Account Agreement(s).
- c) Deposit Limits. No group of deposits via Remote Deposit Capture in any given time period shall exceed a limit established by the Bank. Further, we reserve the right to establish and assign to you revised deposit limits for; Remote Deposit Capture service (including further limits on the individual dollar amount of any single deposit under Remote Deposit Capture, the cumulative amount of deposits in a given day and for number of checks that you may transmit and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits.
- d) Endorsement. Any items deposited using Remote Deposit Capture shall not require a physical endorsement of the item. The Bank will utilize a virtual endorsement for each item, wherein an endorsement image will be laid on the endorsement line of each item.
- e) Use of Equipment. You are responsible for obtaining and maintaining all such equipment, and you will conduct routine maintenance and apply upgrades as necessary to keep the equipment in good working order.
- f) Your Representations and Warranties. In addition to your other representations and warranties in this Agreement, each time you use Remote Deposit Capture you represent and warrant that:
  - (1) All your checks and transactions are bona fide;
  - (2) The images of checks transmitted by you contain an accurate representation of the front and the back of each check and the images comply with the requirements of this Agreement;
  - (3) You will not create a duplicate image of the checks, and you will not send any duplicate image of files to us;
  - (4) You will not deposit or otherwise negotiate the original check from which the image was created, and no subsequent transferee (including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser) will be asked to pay the original check from which the image was created or a duplication of the check;
  - (5) No subsequent transferees of the check (including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser) will sustain a loss because the image was presented for payment or, returned, instead of the original check; and
  - (6) The file and image of any check sent by you does not contain viruses or other harmful, intrusive or invasive codes.
- g) Detecting Errors. We are not responsible for detecting errors contained in any check sent by you through Remote Deposit, or for the payment of the check made on the basis of information.

- h) Rejection of Checks We have the right to reject any check or the batch containing such check which does not comply with the requirements of this Agreement or the Governing Rules. We will promptly notify you of such rejection. To the extent applicable, your promises in section 2(c) (4) (e) will apply to the deposit of original checks.
  - i) Notice of Returned Checks/Notifications of Return. We will promptly notify you of the receipt of a returned check item. We will process check items and return unpaid items in accordance with our guidelines and as governed by Federal Regulation CC (12 C.F.R. § 229).
  - j) Discrepancies. In the event of any conflicts in your instructions regarding any of your check items/entries, we have the right at our option and with or without notice, hold or intercede, comply with the legal process or other order, or otherwise limit access to the funds, check items/entries or proceeds thereof.
  - k) Multiple Presentment. Presenting a check more than once may constitute fraud. You will bear any and all liability for costs resulting from multiple presentments (including but not limited to overdraft fees, attorneys' fees, interest and any related or indirect costs).
  - l) Contingency Plan. In the event that communications, equipment or software outages prevent you from electronically transmitting check items to us, whether or not the fault of you, us or a third party, you will transport checks and deposits to our closest office and make such deposits until the outage can be identified and resolved. You will bear all of your expenses associated with this contingency plan. To the extent applicable, your promises herein will apply to the deposit of original checks.
  - m) Electronic Records. You will maintain electronic records of all check items in accordance with the Governing Rules. You must make these records available to us, our agents, or any regulatory authorities having jurisdiction over us.
- 4) Check Positive Pay. You may use the positive pay automated check matching service ("Check Positive Pay") to compare checks presented for payment with checks you've issued. You will transmit to us a list of issued checks ("Issued Checks File") on every banking day you issue checks. The Issued Checks File must accurately state the check number, issue date, and the exact dollar amount of each issued check drawn on an Authorized Account. The Bank is not responsible for detecting any error contained in the Issued Checks File. The Issued Checks File must be transmitted to the Bank so that we actually receive it no later than 4:30 p.m. on the date of issue, or, in any event, no later than delivery of the check(s) to the payee(s).

As eligible checks are presented to us for payment, the check number and dollar amount will be compared to the information provided in the Issued Checks File. We will pay eligible checks that exactly match the information in the Issued Checks File (collectively or individually, "Matching Checks") without further inspection. You agree and acknowledge that the Bank is authorized to pay such Matching Checks and that such Matching Checks are deemed properly payable, regardless of whether (i) such Matching Checks are unsigned or stale dated; (ii) any manual or facsimile signatures are genuine and authorized by or on behalf of you; (iii) such Matching Checks are in fact issued by you; (iv) such Matching Checks are made out to the intended payee; or (v) the amount of any Matching Check exceeds any general limitation otherwise specified by you for the accounts. You agree that automated processing and payment of Matching Checks shall constitute reasonable and ordinary care by the Bank.

If the eligible check does not exactly match the information in the Issued Checks File that check will appear as an "exception" item in Online Banking ("Exception Check List") on the day it is presented for payment. It is your responsibility to review the Exception Check List and notify the Bank a decision to pay the check ("Pay Decision") or return the check ("Return Decision") by the time set forth in Section 5f of this Agreement, on each business



day where exceptions exist. If you miss the deadline or fail to respond, the Bank will reject any check contained on the Exception Check List without a Pay Decision or Return Decision, and such check will be returned unpaid and you waive any claim that such check is or was not wrongfully returned. This provision does not include a check if the Bank has already cashed, negotiated, or paid. If you chose to have the default decision that the Bank pay any check contained on the Exception Check List without a Pay Decision or Return Decision after you miss the deadline or fail to respond, you must execute the Waiver, which Waiver is an exhibit to this Agreement.

You acknowledge that the Bank will have no liability for payment of a check which is unauthorized or fraudulent if the check was included in the Exception Check List and you did not notify the Bank with a Return Decision in a timely matter. You acknowledge that the Bank will use reasonable efforts under the circumstances to respond promptly to proper requests for electronic images of exception items and agree that the Bank's failure to provide a check image does not extend the deadlines you must notify the Bank with a Pay Decision or Return Decision. You acknowledge that you must fulfill its responsibilities in connection with the Check Positive Pay Service whether or not you are open for business. You further agree to assume responsibility for all checks paid on your accounts. The Bank is entitled to rely on the accuracy and validity of any Pay Decision or Return Decision and shall not be liable for any costs or damages incurred by you or any other person in connection with any check on the Exception Check List.

4a. Payee Verification - Payee Verification is an add-on feature to Check Positive Pay Service, as set forth in Section 4. Payee Verification requires Customer to include the Payee name (or names if there is more than one payee) in addition to the check serial number, date and dollar amount as part of the outstanding issued item list for verification. Customer assumes full responsibility for the timely and accurate submission of the issued items list for the Account. In reliance on the payee information provided by Customer, each Business Day, Platinum shall make reasonable efforts to report to Customer any payee names that do not match the issued item list for that day's presentment. Checks presented to Bank that are drawn on the Account that do not match the Payee names will be sent to the Customer to provide a Pay Decision or Return Decision, which Customer shall notify Bank by the time set forth in Section 5f of this Agreement, on each business day where exceptions exist. Customer acknowledges that Platinum is unable to validate payee information for electronically converted items presented to Platinum for payment. Customer acknowledges that all obligations, liabilities, and limitations set forth in Check Positive Pay Service Section 4 applies to Payee Verification add-on feature.

- 5) ACH Services. You may use Automated Clearing House Services ("ACH Services") to deliver payment order and debit transfer requests directly to us by electronic transmission or other media approved by us. You must request ACH Services and we must approve this service the approval will be indicated on Schedule A. Once approved, ACH Services can be used for the accounts indicated on Schedule A. No group of ACH services in any given time period shall exceed a limit established by the Bank. Further, we reserve the right to establish and assign to you revised limits for ACH services, including further limits on the daily credit and/or debit limits under ACH services, and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits.
- 6) ACH Positive Pay. You may use the payment fraud protection on accounts indicated on Schedule A to verify presented ACH transactions with rules that you provide to the Bank in writing ("ACH Positive Pay"). You shall identify and define to the Bank, in writing, the rules for all pre-authorized ACH transactions and/or define filter blocking for all or specific ACH transfers ("ACH Rules"). You may modify your ACH Rules for future ACH transactions by

notifying the Bank in writing and any new ACH Rules will be effective at 5:00 p.m. the following business day of the Bank's receipt. Each pending ACH transaction is compared to the ACH Rules to determine if transactions are debited from the accounts or are blocked. If a transaction matches the ACH Rules, it will be processed normally. If a transaction does not match the ACH Rules, it will be blocked as an "exception" item ("ACH Exception List"). The Bank will provide you with a notification of any ACH transaction which has been identified as a "exception" item on the ACH Exception List. It is your responsibility to review the ACH Exception List via Online Banking, and notify the Bank a decision to pay the ACH transaction ("Pay Decision") or return the ACH transaction ("Return Decision") by the time set forth in Section 5f of this Agreement, on each business day where exceptions exist. If you miss the deadline or fail to respond, the Bank will reject any ACH transaction contained on the ACH Exception List without a Pay Decision or Return Decision, and such ACH transaction will be returned. The Bank is authorized to indicate the reason for such return as "Corporate Customer Advises Not Authorized" or any other reason the Bank deems appropriate. You acknowledge that the Bank will have no liability for payment of an ACH transaction which is unauthorized or fraudulent if the ACH transaction was included in the ACH Exception List and you did not notify the Bank with a Return Decision in a timely manner. You acknowledge that the Bank will use reasonable efforts under the circumstances to respond promptly to proper requests for electronic imagines of exception items and agree that the Bank's failure to provide additional ACH information does not extend the deadlines you must notify the Bank with a Pay Decision or Return Decision. You acknowledge that you must fulfill its responsibilities in connection with the ACH Positive Pay Service whether or not you are open for business. The Bank is entitled to rely on the accuracy and validity of any Pay Decision or Return Decision and shall not be liable for any costs or damages incurred by you or any other person in connection with any transaction on the ACH Exception List. You agree that the ACH Positive Pay shall be carried out in accordance with the ACH rules in effect at that time and subject to any security procedures implemented by the Bank.

- 7) Wire Transfer Services. You may initiate wire transfers ("Domestic or International Wire Transfers") through Online Banking to be executed by us by using any means for the transmission of funds that we consider suitable, including but not limited to the Federal Reserve Banks. You must request Wire Transfers and we must approve the service. Once approved, Wire transfers may be used for the accounts indicated by you and listed in schedule A.
  - a) Wire Transfers initiated with the Online Banking system may be formatted as Repetitive Payment Orders. If Repetitive Payment Orders are selected and dual control is required, Wire Transfers will be processed in accordance with our usual and customary procedures, and we will not be required to take any further action to verify a Repetitive Payment Order, except as provided in schedule A.
  - b) In all other cases, we will not be required to take any further action to verify Wire transfers initiated with the Online Banking system except as provided in Schedule A.

### 3. ACCESSING CASH MANAGEMENT SERVICE(S)

- a. Credentials. Depending on which Cash Management Service(s) you use, we shall provide you with one or more identification codes, usernames, user-specific codes, passwords, personal identification numbers ("PIN"), **tokens, soft or physical electronic verification devices**, applications, or other credentials (together these are referred to as "Credentials" or a "Credential").
- b. Security Procedures. To access Cash Management Service(s), you must comply with security procedures as selected and described in this Agreement and with any other security procedures and policies we may establish from time to time (together these are referred to as "Security Procedures" or a "Security Procedure").
- c. Necessary Hardware/Software. You are responsible for providing the hardware necessary to access

Cash Management Service(s) and Online Banking. You must also use the operating system(s), software or applications that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify for a given Cash Management Service(s). We and/or our service provider(s) may change these specifications and/or requirements from time to time. We are not responsible for any third-party software you may need to use for Cash Management Service(s) You agree that you shall perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware, software and/or applications necessary to use the Cash Management Service(s). You must install and test any required hardware, mobile devices, and software and/or applications before you first utilize an applicable Cash Management Service(s). You accept any such software or applications "as is" and subject to the terms and conditions of the software agreement, as applicable, that you enter into directly with the third-party provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any virus or related problems that may be associated with using the Cash Management Service(s), e-mail or the Internet. You agree that all images and files transmitted to us through the Cash Management Service(s) shall contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

d. Supported Devices.

- 1) To use certain Cash Management Service(s), you must use one or more devices capable of accessing and using Cash Management Service(s) (collectively, "Supported Device(s)"). In order for you to use any Cash Management Service(s) requiring Supported Device(s), your Supported Device(s) must meet or exceed requirements specified by us, either on our website or elsewhere.
- 2) You are solely responsible for the selection, purchase or lease and maintenance of Supported Device(s). Further, you are solely responsible for selecting a cellular phone or other mobile device and necessary mobile applications and the cost associated with such devices and applications are your sole responsibility.
- 3) Supported Device(s) specifications may change from time to time. You are solely responsible for maintaining or upgrading Supported Device(s), their operating system, Internet browser software in response to any changes in specifications. You shall receive notification of such changes in accordance with this Agreement and/or electronically in accordance with this Agreement.

e. Our Discontinuance/Denial of Services. We have the right to discontinue Cash Management Service(s) at any time at our discretion. If we choose to discontinue Cash Management Service(s), we shall provide you with reasonable notice in advance of that fact when possible. We also have the right to take actions to protect our systems and information, including denial of your access to Cash Management Service(s).

f. Representatives. A "Representative" is any person authorized to act on your behalf in executing this Agreement pursuant to a valid corporate resolution or other similar authorization (each an "Authorization").

g. Authorized Person(s). An "Authorized Person" is any Representative and any other individual with proper corporate authority to take action or make decisions on your behalf with respect to your Authorized Account(s) or any Cash Management Service(s), or to access your Authorized Account(s) or any Cash Management Service(s).

- 1) You must provide the names of all person(s) designated as Authorized Person(s) with full authority to us on Schedule B.
- 2) Excepted as otherwise provided by this Agreement or by us, each Authorized Person is authorized to approve any addenda, amendments, updates or changes to this Agreement; to select or change security procedures; to approve the issuance or re-issuance of Credentials; to change Systems Administrators (as defined below); and to otherwise provide

us with instructions, make any decisions, obtain any information or make any request associated with any of your Authorized Account(s) or related Cash Management Service(s).

- 3) Each Authorized Person shall be acting as your agent on your behalf and will be bound by this Agreement
  - 4) You shall deliver, or cause to be delivered, to us, any and all identification documentation of the proposed Authorized Persons as deemed necessary by us.
  - 5) We may rely and act on any instructions from Authorized Person(s) without incurring liability to you until we receive notice of any changes to Authorized Person(s) in accordance with the terms of this Agreement and we have had reasonable time to make the requested changes.
- h. Systems Administrator(s). A "Systems Administrator" is any Representative and any other individual authorized to establish and change user names and user-specific codes and transaction limits and other limitations or conditions for each username or user-specific code assigned for use with the Cash Management Service(s) Online Banking system(s).
- 1) You must include the names of the initial person(s) designated as Systems Administrator(s) to us.
  - 2) Additional Systems Administrator(s) may be designated by any existing Systems Administrator(s).
  - 3) You shall deliver, or cause to be delivered, to us, any and all identification documentation of the proposed Systems Administrator as deemed necessary by us.
  - 4) We may rely and act on any instructions from Systems Administrator(s) without incurring liability to you until we receive notice of any changes to Systems Administrator(s) in accordance with the terms of this Agreement and we have had reasonable time to make the requested changes.
- i. User(s). A "User" is any Authorized Person, Systems Administrator or other individual that is provided access to Cash Management Service(s)/Online Banking systems, your Supported Device(s) or Credentials by an Authorized Person or Systems Administrator. You are responsible for all Users and their access rights, and any limitations, conditions or changes thereto whether placed on the system(s) by you or by at the direction of a Systems Administrator.

**4. STATEMENTS, COMMUNICATIONS & RECORDS**

In accordance with this Agreement and other applicable agreements between us, we shall from time to time provide to you: (a) statements relating to your Authorized Account(s) ("Statements") and (b) disclosures, notices, messages and other information or data relating to this Agreement or your use of Cash Management Service(s) ("Communications" or a "Communication"). Such Statements or Communications shall be delivered to you in accordance with the terms of the applicable account agreement or you may elect access such Statements and Communications online in accordance with this Agreement. If any information obtained by you using Cash Management Service(s) conflicts with our records, our records will control.

- a. Electronic Records. We shall send you eStatements and Electronic Communications as detailed below.
  - 1) Electronic Statements. We shall continue to deliver Statements to you in paper unless you choose to receive eStatements or your paper statements are repeatedly returned to us as undeliverable and we elect, at our option, to attempt delivery to an electronic address. You may choose to receive Statements electronically ("eStatements") for any Authorized Account(s) by enrolling in Online Banking. If you choose to receive eStatements, we shall stop providing paper statements and notices related thereto. We shall maintain each eStatement and notice online for a pre-determined period of time from the date we send you notice of its availability or the notice was posted online.
    - a) If you choose to receive eStatements, we shall not return your checks to you by mail, but each check will be available online, for a period of eighteen (18) months from the date we



process the check.

- b) We shall send you copies of statements and cancelled checks which are no longer available online for an additional charge.
- c) eStatements will not be available online after an account is closed.
- 2) Electronic Communications. We may provide Communications or make Communications available to you in electronic form ("Electronic Communications"), or in writing, at our option. We may provide Electronic Communications to you in any of the following ways at our option: (a) by providing notice when you log in to Online Banking or otherwise access Cash Management Service(s), in which case we will maintain the Electronic Communication online for thirty (30) days after you have been sent notice of its availability; (b) as part of your eStatement, in which case the Electronic Communication shall be maintained online as part of the eStatement with which it was included and you shall be responsible for reviewing the same; or (c) an email to your email address of record, in which case the Electronic Communication will not be maintained online.
- 3) When eStatements and Electronic Communications are Deemed Given. An eStatement or Electronic Communication will be considered "given" to and received by you within three (3) business days of the date it is provided or made available to you as provided in this Agreement.
- 4) Our Discontinuance of eStatements and Electronic Communications. We have the right to discontinue providing eStatements or Electronic Communications to you at any time, in which case we will provide printed Statements and Communications to you by mail to your mailing address of record ("Mailing Address").
- b. Access, Review and Retention of eStatements and Electronic Communications.
  - 1) Access. You may access eStatements and Electronic Communications that are available online by logging in to Online Banking. eStatements and Electronic Communications available online will be accessible in portable document format (PDF). You may view, print and download any eStatement or Electronic Communication that is available online. Flash may be required by certain internet browsers.
  - 2) Review. You must promptly review all eStatements and Electronic Communications provided or made available to you and immediately notify us of any error, dispute or irregularity. Any applicable time period for notifying us of errors, disputes or irregularities will begin on the date the eStatement or Electronic Communication was provided or made available to you.
  - 3) Retention. After you view any eStatement or Electronic Communication, you should print and/or retain it for your own records.
- c. Paper Copies. We may provide you with paper copies of eStatements and Electronic Communications, at our option. You may request a paper copy of any eStatement or Electronic Communication online through Online Banking or by calling 651-332-5200 or 763-450-2300. Upon confirmation of your request, paper copies will be mailed to you. We may charge a fee for sending paper copies of eStatements or Electronic Communications. You will be notified of any fee prior to a paper copy being sent.
- d. Withdrawal of Consent.
  - 1) You may withdraw your election to receive eStatements or Electronic Communications by providing notice to us.
  - 2) Withdrawal of your consent to receive eStatements or Electronic Communications will not affect the validity of any eStatements or Electronic Communications provided or made available to you before the effective date of your withdrawal.
  - 3) If you withdraw your consent to receive eStatements, we will provide printed Statements to you to your Mailing Address. If you withdraw your consent to receive Electronic Communications, we have the right to terminate your access to Cash Management Service(s); otherwise we will provide printed Communications to you to your Mailing Address.
- e. E-mail Address. We will provide notice by email to you of the availability of eStatements and certain Electronic Communications. We will use the email address provided by you in Online Banking. You must notify us of any change in your email address to ensure that you are provided with important

Communications. You can update your email address online through Online Banking or by calling 651-332-5200 or 763-450-2300.

- f. Hardware and Software Requirements. To receive eStatements or Electronic Communications, you will need: (a) a connection to the Internet; (b) a version of an Internet browser supported by online banking, (c) an active email account; (d) a program that accurately reads and displays PDF files; and (e) a computer and an operating system capable of supporting all of these. 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. We may also impose certain other hardware or software requirements for accessing Cash Management Service(s) and may change or modify these requirements from time to time.
- g. Your Consent. YOU INDICATE YOUR CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES BY CLICKING THE "I AGREE" BOX AT THE BOTTOM OF THE CASH MANAGEMENT SERVICE(S) TERMS DISCLOSURE WHEN YOU ENROLL in eStatements/Online Banking. BY PROVIDING YOUR CONSENT, YOU ARE ALSO CONFIRMING THAT YOU HAVE AN ACTIVE EMAIL ACCOUNT AND THAT YOU HAVE THE HARDWARE AND SOFTWARE REQUIRED TO ACCESS CASH MANAGEMENT SERVICE(S) AND TO RECEIVE AND REVIEW ELECTRONIC RECORDS, INCLUDING ESTATEMENTS AND ELECTRONIC COMMUNICATIONS.

**5. TRANSACTION REQUESTS; TRANSFERS**

a. Transaction Requests.

- 1) "Transaction Requests" means any Payment Orders, Debit Transfers, Wire Transfer, and Intra-Bank Transfers using an approved Cash Management Service(s).
- 2) We shall process Transaction Requests issued in your name using an approved Cash Management Service(s) in the amount described in the Transaction Request and from or to your Authorized Account (whether with us or at another financial institution), all as described in each Transaction Request.
- 3) We shall only process a Transaction Request if there are funds available for withdrawal from an Authorized Account, as determined in accordance with the applicable Account Agreement and our funds availability policy ("Available Funds").
- 4) We shall only process a Transaction Request that is (a) actually received by us; (b) identifies the Authorized Account from which it is to be paid; (c) does not exceed the Available Funds in the Authorized Account, or any applicable Transaction Limits as herein defined, or other restrictions or limitations established by us; (d) is authorized by you and satisfies applicable Security Procedures; (e) is accepted by us; and (f) complies with any other written instructions and restrictions set forth in your Schedule A.
- 5) Any credits to your Authorized Account(s) resulting from a Transaction Request will be provisional credits until we receive final settlement.
- 6) If we do not receive final settlement for a Transaction Request, we will be entitled to reverse the provisional settlement and withdraw this amount from your Authorized Account(s).

b. Repetitive Transfers. Repetitive Transfers are funds transfers in which the receiving bank, beneficiary, beneficiary's account and Authorized Account are the same for each transfer, with only the transfer date and amount varying. If you authorize Repetitive Transfers, we may assign you one or more repetitive codes to more quickly process Repetitive Transfers.

c. Canceling Transaction Request/Communicating Stop Payment Orders.

- 1) Except as noted below, you may request cancellation of any Transaction Request prior to the Transaction Request being accepted, posted or processed by us ("Cancellation") or initiate a Stop Payment Order of any Transaction Request after the Transaction Request has been accepted, posted or processed ("Stop Payment Order").
  - 1. You must make Cancellation requests in writing or by facsimile transmission sent to us from you or a person we reasonably believe is authorized by you to cancel a transaction on your behalf.
  - 2. You must make a Stop Payment Order by following the instructions set forth

- as part of the applicable Online Banking service(s).
3. Cancellations and check Stop Payment Order are not available for Intra-Bank Transfers.
  4. We shall use reasonable efforts to act on Cancellation requests but we will have no liability for failure to cancel a transaction and no obligation to adjust, cancel, and reverse or Stop Payment Order on the posting of a transaction, except to the extent permitted by applicable funds transfer system rules.
  5. You authorize us to accept a Stop Payment Order sent through Online Banking. A Stop Payment Order will expire six (6) months after you enter it on Online Banking unless you revoke it sooner or you deliver another Stop Payment Order to us, either electronically or in writing. To revoke a Stop Payment Order, you must notify us in writing or verbally.
  6. You are solely responsible for the accuracy of all Stop Payment Order placed electronically. You agree to indemnify and hold us harmless from all claims, suits, damages, liability, expenses, and costs, including, but not limited to, reasonable attorneys' fees incurred by us as a result of a Stop Payment Order. We will not be liable under any circumstances for payment of an item where a Stop Payment Order is not effective, where payment is made on an item processed on the same Business Day that the Stop Payment Order on that item is received by us, or where exact information regarding the amount and number of the item is not provided. If we pay such an item, we will not be liable if other items drawn by you are returned for insufficient funds resulting from such payment.
- d. Notice of Transactions and Rejections. We shall notify you when we process a Transaction Request unless otherwise agreed. We shall notify you if we, any funds transfer system or any other bank, rejects or fails to execute a Transaction Request. We shall also notify you of the reason for the rejection or failure after we receive notice of the reason. Notice provided under this paragraph will be considered commercially reasonable and effective when given if: (a) the notice is given by telephone, facsimile transmission, first class mail, email or private delivery service or (b) the information is made available to you through a Statement, on a Cash Management Service(s) or through any other bank system or service used by you.
- e. Discrepancy between Name and Account Number. If a Transaction Request or Cancellation request identifies a payee or the owner of an account to be debited, by both name and an identifying or bank account number, and the name and number identify different persons, the Transaction Request or Cancellation request may be made solely on the basis of the number. If a Transaction or Cancellation request identifies any bank by both name and an identifying number and the number identifies a bank different from the bank identified by name, any bank may rely solely on the identifying bank number. We shall not be responsible for any delay arising out of any bank's attempt to reconcile inconsistencies between names and account numbers or to resolve other irregularities.
- f. Time or Receipt of Transaction Requests and Cancellation Requests. Our deadlines for receiving certain Transaction Requests and Cancellation requests are indicated in this Agreement, the Schedule(s) or notice(s) issued by us, or on the Online Banking page used for making Transaction Requests or Cancellation requests. All requests must be received by us on a Business Day before the deadline for that day. Requests received after the deadline may be treated as if they were received that hour or may be treated as if they were received at the opening of the next Business Day. The following are the deadlines for Cash Management Service(s). If a Cash Management Service(s) deadline is not explicitly stated below, the applicable deadline shall be 11:00 am. We have the right to change these deadlines at any time at our discretion.

ACH Origination	4:00 pm
Check Positive Pay Decisions	11:00 am

ACH Positive Pay Decisions	11:00 am
Wire Transfer Domestic	3:00 pm
Wire Transfer International	3:00 pm
Remote Deposit Capture	9:00 pm

- g. Transactions Limits. The transaction limits established by your Account Agreement(s) ("Transaction Limits") are applicable to Transaction Requests.
- h. Overdrafts. The provisions regarding overdrafts established by your Account Agreement(s) are applicable to Transaction Requests.
  - 1) We may at our option debit an Authorized Account for any Transaction Request processed by us, even if the Transaction Request creates or increases an overdraft in that account.
  - 2) You must immediately pay any overdraft existing at the close of a Business Day. If an overdraft is created or increased, you must deposit or transfer into the applicable Authorized Account sufficient Available Funds to pay the amount of the overdraft by the close of that Business Day.
  - 3) Nothing in this Agreement or any course of dealing between you and we constitute an obligation on our part to lend money, allow the creation or increase of an overdraft, or otherwise extend any credit or advance funds to you to pay for any transaction or transfer.
  - 4) You and we may have entered into a separate agreement, in which case, overdrafts will be handled under the terms of that agreement.
  - 5) We are not obligated to accept or execute any Transaction Request if the aggregate requested by you on a Business Day exceeds the Transaction Limits.
  - 6) You acknowledge that Transaction Limits may be established by us based on the aggregate amount of transactions on any single Business Day and for any weekly period in order to manage the risk of nonpayment, return or reversal of transactions; are not part of any Security Procedure (except as may be imposed for ATM or POS transactions) and may not be relied on by you as a limit on the total of funds transfers that may be authorized in your name on any Business Day or weekly, as the case may be. We may, in our sole discretion, authorize transactions that exceed the Transaction Limits, however, such decision shall be in our sole discretion and we shall not be liable for any increase or failure to increase said Transaction Limits.
  - 7) We have the right to change your Transaction Limits or delay the availability of the proceeds of Debit Transfers at any time. If we do so, we will deliver advance written notice of such change to you by first class mail, facsimile, email or private delivery service. Nothing in this section limits our powers outlined above.

**6. FEES**

Any fees for Cash Management Service(s) requested by you will be described in our fee schedule and listed on Schedule A. You must pay these fees and charges and you authorize us to charge any of your Authorized Account(s) for these fees and charges. Changes in fees will be communicated to you in accordance with this Agreement. We have the right to amend or change the fees paid under this Agreement for use of Cash Management Service(s) from time to time in accordance with this Agreement.

**7. SECURITY PROCEDURES**

- a. Verification. You agree that the authenticity of Cash Management Service(s), including Transaction Requests or Cancellations, will be verified as being issued by you using one or more of the Security Procedures listed below and any Security Procedures selected and described within the Online Banking Service or that we establish from time to time. We have the right to deny access to Cash



Management Service(s) without prior notice if we are unable to confirm (to our satisfaction) authority to access Cash Management Service(s) or if we believe it is necessary for security reasons.

- b. Selection of Security Procedures. The Security Procedures applicable to each Authorized Account and each Cash Management Service(s) will include those selected by you within the Cash Management Service(s). You will take every precaution to ensure the safety, security and integrity of your Authorized Account(s) and transactions when using Cash Management Service(s). You agree to use Security Procedures and other security measures available through the Cash Management Service(s) to minimize the risk of fraud.
- c. General Security Procedures. You agree to the following Security Procedures which are applicable to all Cash Management Service(s) (collectively and individually, "User Information"). The Bank recommends each Authorized Person have his/her own User Information, and You agree that You will not have a single set of Authorized Persons and User Information for Your Accounts unless You executed an Addendum for Shared Services to this Cash Management Services Agreement.
  - 1) Passwords and Credentials.
    - a) User ID/Password. We will either:
      - (1) Provide a User ID and initial password ("Initial Password") to you to log in to the Online Banking system. You must change the Initial Password to a new password chosen by you (or an Authorized Person if applicable) when you first log in to the Online Banking system.
      - (2) Send you a link by email for you to setup your User ID and Password.
      - (3) User IDs and passwords issued to you may include, but are not limited to, ID, Password, Remote Deposit User Name, Remote Deposit Password and Remote Deposit Company ID.
      - (4) You must change all passwords regularly. We may also require you to change your passwords at any time.
    - b) We will maintain reasonable security and control over any Credential(s) assigned by us to you. At your option, certain internet browsers or mobile applications will allow you to save your USER ID and/or Password. If you select this option you remain solely liable for any risks associated with third party access to your Authorized Account(s).
    - c) You will take reasonable steps to safeguard the confidentiality of all Credentials, and you will not provide any Credentials or access information to any unauthorized persons. If you provide any Credentials or access information to any unauthorized person, you assume all risk of loss in doing so.
    - d) We will never ask for any Credentials via outbound phone call, unsolicited email, or text message. When you contact us, we may ask you for specific information to verify your identity before disclosing financial information. You agree not to respond to any requests purporting to be from us for your Credentials under any circumstances.
    - e) We may issue you a secure token (a "Security Token") in connection with utilization of the Cash Management Service(s) under this Agreement and if a Security Token is issued you shall only be permitted to utilize certain of the Cash Management Service(s) via the password provided on the Security Token.
      - (1) The Security Token must be registered with us, after which time it will provide a new password every sixty (60) seconds which you can use in connection with the applicable Cash Management Service(s) & various maintenance updates.
      - (2) If you know or believe that a Security Token has been lost, stolen, or otherwise misappropriated or compromised, you agree to immediately provide written notice, whether via e-mail, facsimile or otherwise. We shall not be liable for any Transaction Request transmitted prior to receiving notice of a lost Security Token. Upon receipt of written notice, we will suspend the Security Token.

- (3) You shall be responsible for all fees associated with use of the Security Token.
- (f) If you choose to forgo or surpass any of the security features provided to you, you will hold Platinum Bank harmless for any and all losses as a result of the lack of use of the security safeguards, that include but are not limited to sharing passwords, tokens or credentials, shortcutting directly to a URL, foregoing single sign on security measures and/or not implementing the recommended dual control measures.
- d. Supported Device(s) and Systems.
- 1) You shall establish and maintain reasonable security and control of your Supported Device(s) and related systems.
  - 2) You shall lock Supported Device(s) during times Supported Device(s) are not being used.
  - 3) You shall not leave any Supported Device(s) or other devices with access to Cash Management Service(s) unattended while logged into Cash Management Service(s)
  - 4) It is your responsibility to ensure that Supported Device(s) are free from computer viruses.
  - 5) You shall maintain, update and upgrade your Internet browser, software or mobile applications, as applicable, and other systems on a regular basis.
  - 6) You shall use a cellular phone or other mobile device that is web-enabled, is capable of receiving text messages and supports Secure Sockets Layer ("SSL") Protocol.
- e. Review of Account(s) and Statements.
- 1) You shall review transactions and balances on all of your Authorized Account(s) on a regular basis. You must report any unauthorized transaction to us immediately.
  - 2) You shall examine Statements we provide to you and immediately advise us of any unauthorized transactions.
- f. Email Alerts. If selected as an option by you in the Online Banking, we will confirm all events subject to email alerts through an email alert to you at your email address of record. You may choose to receive email alerts and/or change your email alert settings by logging in to the Online Banking Service. Due to the dependence on internet and third parties we expressly disclaim any guarantee of delivery of email alerts or the timeliness of delivery.
- g. Notification to Us. You must immediately notify us in the event that any of your Supported Device(s) used to Access Cash Management Service(s) are lost or stolen, if you become aware of any unauthorized use of your Supported Device(s) or Credentials or if you become aware of any other security breach involving your Supported Device(s) or Credentials.
- h. Accuracy of Transaction Requests. You must ensure the accuracy and completeness of Transfer Requests provided to us.
- i. Cancellations and Amendments. You agree to use the same Security Procedures for cancellation and amendment requests as you use for Transfer Requests.
- j. Additional Security Procedures, Callback, Electronic Device Verification and Dual Control. We shall follow the security procedures as indicated on Schedule A for ACH file origination and Wire Transfer requests. We will utilize best efforts to make a telephonic callback ("Callback") or verification through an Electronic Device for any Transfer Request involving an ACH credit or Wire Transfer as indicated on Schedule A. Typically, no ACH credit or Wire Transfer will be sent without first completing the Callback, Electronic Device Verification, Dual Control, as hereinafter defined, or file transmission information process, however, we reserve the right to determine, in our discretion, whether additional verification is required and whether funds will be held pending completion of additional verification. We may, but are not required, to make additional verification on any other Transfer Request.
- k. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including, without limitation, by providing, upon request and without further cost, any originals or copies of items deposited through Remote Deposit Capture services, as applicable, in your possession and your records relating to such items and transmissions.
- l. Changes in Security Procedures.
- 1) Credentials. You may request the immediate termination or deactivation of any Credential.

We will use reasonable efforts to terminate or deactivate Credential(s) as soon as reasonably possible.

- 2) Written Request. You must make a written request to us in order to have Credentials issued or re-issued or to make any other changes in Security Procedures.
- m. You must communicate Security Procedures to all Users. Each person that is provided access to your Supported Device(s) or Credentials by an Authorized Person or Systems Administrator will be deemed a "User" for purposes of this Agreement. You will ensure Users will memorize assigned Credential(s) capable of being memorized and not write them down.
- n. Internal Controls. You will: (a) limit access to your Credentials to persons who have a need to know such information; (b) closely and regularly monitor the activities of employees or other authorized persons who access Online Banking services; (c) prohibit your employees, other authorized persons and agents from using Cash Management Service(s) without proper, supervision and adequate controls; and (d) change your passwords or PINs whenever anyone who has had access to them is no longer employed or authorized by you to use Cash Management Service(s).
- o. Callbacks. Account Signers will be authorized to receive Callbacks ("Authenticator's"). In making Callbacks, we will call the telephone number listed in our records for the Authenticator receiving the Callback. We are not required to contact anyone else other than Authenticators pursuant to a callback.
- p. Change Requests. A written request made pursuant to this agreement or any request to add or delete Authorized Persons), System Administrator(s), or Authenticator(s) must be made by an Authorized Person with authority to make changes to this Agreement, as provided in the service request form or any amendments thereto or in an Authorization we reasonably believe to be issued by you.
- q. Supported Devices. You will ensure that Supported Device(s) used to access Online Banking services are free from computer viruses, and you will install adequate protection in such Supported Device(s). To protect against and detect viruses and other destructive components, you will have Supported Device(s) and related systems examined at least weekly for any such viruses or components.
- r. Service-Specific Security Procedures. In using any of the following Online Banking services, you agree the following Security Procedures applicable to that Online Banking services:
  - 1) Online Banking Services We shall provide you with one or more passwords and usernames, or user specific codes for accessing Online Banking services.
  - 2) Bill Payment. Bill payment transactions are not subject to a Callback or maximum authorized amount for any Business Day. We shall not require your signature to debit your Authorized Account to complete bill payments.
  - 3) Record Retention. You shall maintain the original paper check delivered to us using Remote Deposit Capture, as applicable, in a secure container located in a secure area. No later than a forty-five (45) day period, you will destroy the original check in a way that that will prevent the disclosure of non-public information.
  - 4) Remote Deposit Capture. If available to you as a Cash Management Service(s), Remote Deposit Capture shall require the use of an ID, password and a Security Token or other Credential(s) provided by us.
  - 5) ACH Services. If available to you as a Cash Management Service(s), ACH initiated using Online Banking shall require the use of an ID, password and a Security Token or other Credential(s) provided by us.
  - 6) Wire Transfers. If available to you as a Cash Management Service(s), and initiated using Online Banking shall require the use of an ID, password, and a Security Token or other Credential provided by us.
  - 7) Positive Pay. If available to you will require the use of an ID and password.
- s. Transaction Requests/Cancellations. No agreement or instruction by you restricting acceptance of any Transaction Request or Cancellation of non-use, wherein, you will need to contact us before being permitted to access any Cash Management Service(s). Further, we have the right to

terminate your access to any Cash Management Service(s) if you do not use that service at least once in any thirteen (13) month period or if all your accounts are deemed inactive for reasons including, but not limited to, paid off, closed or redeemed.

- t. Additional Security Procedures. We may, at our option, offer you additional Security Procedures to enhance the security of your Authorized Account(s) and Cash Management Service(s) We have the right to implement additional verification and identification steps, factors or procedures that we deem necessary or appropriate in our discretion. These may be implemented as an amendment to the Security Procedures selected by you or as an additional Security Procedure available to you.
- u. Fraud Prevention. For additional helpful recommendations and information on preventing fraud when conducting online transactions, please see the "Fraud Prevention" guidelines available on upon request.
- v. Reliance on Written Requests. We may act upon oral or written requests reasonably believed by us to be from a User or another person authorized to access Cash Management Service(s).
- w. Cancellation or Alteration of Transaction Requests. Notwithstanding any course of dealing between you and us to the contrary no Cancellation or alteration of any Transaction Request will be binding on us unless it is otherwise set forth in writing and signed by an authorized representative of you and an officer of ours and we have had reasonable opportunity to act before any affected Cancellation or Transaction Request is processed by us.
- x. Optional Fraud Protection Tools. The following are offered as optional fraud protection tools through Online Banking. While not required, we strongly recommend utilizing these fraud protection tools that help reduce the risk of an unauthorized use of your Cash Management Service(s) or Authorized Account(s).
  - 1) Dual Control for ACH & Wires. Dual Control is an extra layer of security helps prevent a fraudulent user from initiating wires and ACH by themselves.
  - 2) Time Restrict. Time Restrict blocks user logins outside of hours specified by the Systems Administrator.
  - 3) IP Restrict. Systems Administrators can provide us with a list of IP addresses allowed for login. Users will be denied access if attempting to login from an IP address not on the approved list.
  - 4) Limits. System Administrator(s) can set limits for individual users for intra bank transfers, ACH, Wire Transfers, and Bill Pay).
- y. Amended or New Security Procedures. No amendment to existing Security Procedures or adoption of new Security Procedure(s) shall constitute an admission or other evidence that Security Procedure(s) were not or, are not commercially reasonable.

## 8. SOFTWARE AND OTHER PROPRIETARY DATA

- a. License to Use.
  - 1) During the term of this Agreement, you will have a limited license to use Cash Management Service(s) user manuals and other implementation and reference guides ("Proprietary Data").
  - 2) If you are approved to use Cash Management Service(s), you will have a limited license to use the related system software ("Software").
  - 3) Proprietary Data and Software limited licenses cannot be transferred to any other person.
  - 4) You are not purchasing title to any Software or Proprietary Data.
- b. Your Promises.
  - 1) You shall not copy Software or Proprietary Data or use Software or Proprietary Data independently of Cash Management Service(s).
  - 2) You shall not decompile or reverse engineer any code contained in the Software.
- c. Third Party Software or Systems.
  - 1) Any software provided by us for use with the Cash Management Service(s) includes software owned and copyrighted by third parties and will be sub-licensed to you by us, subject to the terms, conditions and limitations of our license from such third parties.
  - 2) Use of any software or systems made available to you by our third-party vendors or service



providers, including the Federal Reserve Board, shall be subject to the license terms, conditions and requirements established by those third parties from time to time.

- 3) No third party shall provide any support services, upgrades or technical assistance in connection with Software owned by it.

## 9. RESPONSIBILITIES; LIABILITIES

### a. Availability of Cash Management Service(s)

- 1) We shall use reasonable efforts to make Cash Management Service(s) available for your use on a continuous basis. However, accessibility to Cash Management Service(s) may be interrupted or delayed or Cash Management Service(s) may be unavailable or malfunctioning because of conditions beyond our control, including outages in Internet or mobile services availability. Your access to Cash Management Service(s) may be subject to delays, malfunctions or other inconveniences.
- 2) Cash Management Service(s) may also be unavailable for short periods of time for regular or emergency system maintenance. We cannot guarantee that regular or emergency system maintenance will not disrupt your use of Cash Management Service(s), though we will attempt to schedule maintenance during non-peak hours and we will attempt to re-establish Cash Management Service(s) as promptly as possible.
- 3) We cannot guarantee and are not responsible for the availability of Cash Management Service(s), and we will not be liable for any delay or interruption in or any unavailability of Online Banking service(s).

### b. Our Liability.

- 1) Unless otherwise provided by this Agreement, we shall only be liable for your actual damages to the extent our actions constitute gross negligence or willful misconduct in performing our obligations under this Agreement, and then only to the extent such damages are recoverable under applicable law.
- 2) Except as otherwise provided by applicable law or this Agreement, we will not be liable for our inability to perform our obligations under this Agreement if we have taken reasonable precautions and exercised the diligence required by the circumstances when our inability to perform is the result of causes beyond our control. Causes beyond our control include, among others, any act of God, accident, equipment failure, system failure, labor dispute or the failure of any third party to provide any electronic or telecommunication service used in connection with any Cash Management Service(s).
- 3) In no event shall we or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, licensors or Third-party service providers be liable to you for any consequential, indirect, incidental, special or punitive damages in any action arising out of or in connection with this Agreement, Cash Management Service(s) or your inability to use Cash Management Service(s), even if you have been advised of the possibility of such damages.

### c. Contact Information. You are responsible for assuring that any contact information provided to us is current and accurate. You are solely responsible for updating any contact information provided to us and you must notify us immediately of any change to any such contact information. We are not responsible for any errors or losses resulting from inaccurate or outdated contact information.

### d. Account Information: Communications: Errors.

- 1) If you use any Cash Management Service(s) to access information regarding your Authorized Account(s), we do not guarantee the reliability of this information. Any information provided through Cash Management Service(s), including information regarding your Authorized Account(s), is subject to verification by us.
- 2) Not all information regarding your Authorized Account(s) can be accessed via Online Banking. Authorized Account information accessed via Cash Management Service(s) may not include all Authorized Account activity and may differ from other records provided to you due to deposits in progress, outstanding payments or charges, or other reasons.

- 3) Authorized Account information accessed via Cash Management Service(s) should not be considered an official record.
- 4) We will provide information accessible through Cash Management Service(s) on a best efforts basis for your convenience, however, we are not liable for: (a) any deficiencies in the accuracy, completeness, availability or timeliness of such information; (b) any errors or omissions in the delivery or transmission of such information; or (c) Any investment or other decision made by you using this information.
- e. Risks of Using Cash Management Service(s)
  - 1) The hardware and software that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of malicious code, and your use of your hardware and software is at your own risk. We shall use reasonable efforts to secure Cash Management Service(s) to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of Cash Management Service(s) or your hardware or software could be compromised or malicious code could be introduced by third parties. Unless otherwise provided by this Agreement, we shall not be responsible or liable for any security breaches and are not responsible for the acts of third parties. We shall provide you with notice of any security breach of which we become aware as required by applicable law.
  - 2) Communications you send to us or receive from us may be subject to unauthorized interception or access by third parties. We and our service providers have established certain security procedures and shall use commercially reasonable efforts to prevent the unauthorized interception of such communications, however, we do not guarantee that inquiries or transaction activity shall be completely secure and communications you send to us or receive from us may not be encrypted. You assume all risk that any communications sent or received by you using Online Banking service(s) or stored on your device may be intercepted or accessed by unauthorized third parties. We shall provide you with notice of any unauthorized interception or access of communications of which we become aware as required by applicable law.
  - 3) By signing this Agreement, you acknowledge and agree that you are liable for any and all claims arising out of cyber liability, including, but not limited to, data breach.
- f. Unaffiliated Service Providers. We cannot guarantee and are not responsible for any services provided by unaffiliated service providers. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with any of your agreements with unaffiliated service providers or in connection with any device, hardware, software or any other product or service you purchase from others relating to your use of Cash Management Service(s) You are responsible for any charges imposed by any unaffiliated service provided in connection with your use of Cash Management Service(s).
- g. Your Supported Devices and Software.
  - 1) You are responsible for maintaining all equipment used in connection with Cash Management Service(s) You shall conduct routine maintenance and apply upgrades as necessary to keep equipment in good working order.
  - 2) We shall not be responsible or liable for any errors or failures from any malfunction of your Supported Device(s) or any of your other hardware or software. We do not guarantee functionality of Cash Management Service(s) on any devices.

**10. LIMITED WARRANTY**

- a. We represent and warrant that we have developed the Cash Management Service(s) (other than those portions furnished by third party vendors or service providers) and have the right to provide the Cash Management Service(s) to you.
- b. **EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, CASH MANAGEMENT SERVICE(S) AND ANY RELATED SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A**

**PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF CASH MANAGEMENT SERVICE(S) AND ANY RELATED SOFTWARE AND ANY MATERIAL OBTAINED VIA CASH MANAGEMENT SERVICE (S) IS AT YOUR OWN DISCRETION AND RISK.**

- c. Any software and its associated documentation provided by us are provided "as is." This warranty is in lieu of all other warranties, expressed, implied or statutory, including but not limited to implied warranties of quality, performance, merchantability and fitness for a particular purpose.
- d. **NO THIRD PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**11. ADDITIONAL PROVISIONS**

- a. Commercially Reasonable Security Procedures. You acknowledge that you have reviewed the Security Procedures offered by us, that such Security Procedures are commercially reasonable and that in selecting one or more Security Procedures or requesting that all or any part of a Security Procedure be curtailed, deactivated or otherwise modified, you have elected not to use other commercially reasonable procedures.
- b. Our Reliance on Transaction Requests.
  - 1) Except as otherwise provided under applicable law, you are liable for all transactions initiated using the Security Procedures selected by you at set up or by addenda, including transactions initiated using a procedure that has been curtailed, deactivated, or otherwise modified by or at your request. All such transactions shall be deemed authorized regardless of whether these transactions were initiated by you, any User or any other person authorized to act by or on your behalf. You shall be bound by instructions, whether authorized or unauthorized, unless you have given us prior notice of possible unauthorized use and we have had reasonable opportunity to act. You are fully responsible for any instructions sent to us using any of your Supported Device(s) or Credentials, and you authorize us to act on these instructions. We shall not be liable for any damage resulting from unauthorized transactions using your Supported Device(s) or Credentials.
  - 2) You are responsible for any Transaction Request transmitted or authorized by you or any User regardless of (i) whether or not we complied with Security Procedures with respect to any Transaction Request; (ii) whether or not a Transaction Request was erroneous in any respect; and (iii) whether or not such an error would have been detected if we had complied with such Security Procedures. You assume all risk of loss with respect to any Transfer initiated by a User who has failed to comply with Security Procedures and you shall hold us harmless from and against any loss caused by such failure.
  - 3) We are not responsible for the detection of errors contained in any Transaction Request or Cancellation and are entitled to rely on any information contained in any Transaction Request or Cancellation.
  - 4) The Security Procedures are in addition to and do not limit or otherwise revoke or affect any separate authority for any person (whether by course of dealing or otherwise) to issue Transaction Requests or Cancellations in your name.
- c. Security Breaches/Interception of Information.
  - 1) We have no responsibility or liability for any data security breach or compromise that may occur as a result of using Cash Management Service(s).
  - 2) We have no responsibility or liability if any information communicated in any method or manner agreed to by you is intercepted by an unauthorized person.
- d. Error in Payment or Transfer. If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by applicable law our liability shall be

limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you cancelled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had reasonable time to act on a notice from you of possible unauthorized use, unless otherwise required by law our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where we are headquartered for each day interest is due, completed on the basis of a 360-day year.

e. Our Liability.

- 1) Your Failure to Follow Security Procedures. We shall not be liable for any damages caused by your failure to follow Security Procedures.
- 2) Your Negligence. Except as otherwise provided by law, we are not liable for your errors or negligent use of Cash Management Service(s). We are not liable for and will not cover losses due to: (i) unauthorized access to your Authorized Account(s) resulting from your negligence; (ii) failure to report unauthorized access of your Authorized Account(s) promptly; (iii) input errors; or (iv) misuse of any Cash Management Service(s).

f. Obligation to Examine Records. You shall review transactions and balances on all of your Account(s) daily and notify us immediately of any erroneous transfers. We shall not be responsible for any error in transferring funds if you fail to notify us of erroneous Transfer within thirty (30) days after we provide or make available to you a statement or balance showing an erroneous transfer.

**12. ILLEGAL USE**

- a. You must not use any Cash Management Service(s) or the content or information delivered through Cash Management Service(s) to conduct any business or activity or solicit the performance of any activity that is prohibited by law or any contractual provision by which you are bound.
- b. You must comply with all applicable laws, rules and regulations in connection with your use of Cash Management Service(s).
- c. You represent and warrant that each electronic communication submitted to us through any Cash Management Service(s) covered by this Agreement will comply with this Agreement and all applicable law, including all requirements imposed under the Bank Secrecy Act, the Money Laundering Control Act and the USA Patriot Act.

**13. INTERNATIONAL USE**

- a. The United States controls the export (including the download) of products and information containing encryption ("Controlled Technology") under the Export Administration Regulations. Cash Management Service(s) may contain Controlled Technology. You will access and/or download Controlled Technology only in the United States.
- b. If you choose to access Cash Management Service(s) from locations outside the United States, you do so at your own risk and you will be responsible for compliance with local laws, rules and regulations that may be applicable pursuant to such use.

**14. INDEMNIFICATION**

You shall indemnify and save Bank and its employees, officers, directors, agents and other representatives (the "Bank Representatives") harmless against all claims, proceedings, damages, losses, costs (including legal fees and disbursements on a substantial indemnity basis), expenses and



liabilities (collectively, "Claims") directly or indirectly incurred by or taken against Bank or Bank Representatives which without limitation, are the direct or indirect result of:

- a. Your use of the Cash Management Service(s);
- b. any willful misconduct or wrongful, fraudulent or negligent act or omission by you or your agents and representatives;
- c. any willful misconduct or wrongful, fraudulent or negligent act or omission of any third party where you voluntarily waive the use of or improperly uses the fraud protection and/or security mechanisms Bank offers;
- d. any misrepresentation or inaccurate statement, or breach of any warranty by you or your agents and representatives in the Agreement or in any other document you or your agents or representatives deliver to Bank, or contained in any other communication or agreement (written or oral) between you or the agents or representatives and Bank;
- e. the enforcement of this Agreement, or any provision hereof; except to the extent such Claims are caused by Bank's gross negligence or willful misconduct.

**15. USE OF FUNDS TRANSFER SYSTEMS, SYSTEM RULES AND REPRESENTATIONS AND CHOICE OF LAW**

Any bank may facilitate a Transaction Request or Cancellation by use of any ACH, Fedwire or other funds transfer system, regardless of the manner in which you initiated any particular Transaction Request. Transaction Requests will be subject to applicable ACH, Fedwire or other already defined rules ("System Rules"), and you agree to be bound by these System Rules. Terms defined by System Rules have the meanings given to those terms in the System Rules unless they are otherwise defined in this Agreement. You represent, warrant, and promise to us that: (a) at the time each Transaction Request (or any related adjustment, reversal or Stop Payment or posting requested by you) or any Cancellation is executed, made or transmitted by us, the information regarding it provided by you is accurate and complies with the format and content specifications of the applicable funds transfer system rules and this Agreement; (b) if a Transaction Request requires the authorization of a third party, you will keep a copy of any required authorizations on file and make them available to us upon request; and (c) each Transfer Request initiated by you is in compliance with the laws of the United States of America, including but not limited to economic sanctions maintained by the United States Treasury Department's Office of Foreign Asset Control. Without limiting the generality of the foregoing, you are bound by NACHA operating rules, and the guidelines which are part of the NACHA operating rules, and Subpart B of Federal Reserve Board Regulation J, as applicable and in effect from time to time. The operating rules are available upon request. Contacting your Regional Payments Association (RPA). The Rules may also be purchased. If the accounts to be debited and credited by a Transaction Request are both maintained by us, the Intra-Bank Transfer or related Cancellation may be made by a book transfer rather than through a funds transfer system. If a Transfer Request or Cancellation relates to or is part of a transaction, portions of which are subject to the EFTA, as may be in effect from time to time, all actions and disputes between you and us concerning that Cash Management Service(s) or Cancellation shall be determined pursuant to UCC Article 4A except to the extent EFTA otherwise requires. We may execute Payment Orders through Fedline (the funds transfer system owned and operated by the Federal Reserve Bank) and such Payment Orders will be governed by Subpart B of Regulation J of the Federal Reserve Board. We will be responsible for selecting an ACH operator for transmission of the ACH entries. ACH files you submit to us must be formatted according to NACHA requirements. We will provide a copy of the current NACHA Rules to you upon request. (d) We have the right as the ODFI (Originating Financial Institution) to terminate or suspend the agreement for breach of these Rules in a manner that permits us as the ODFI to comply with these Rules; (e) We have the right as the ODFI to audit the Originator's compliance with the Origination Agreement and these Rules.

**16. SETTLEMENT RESERVE**

You may be required to maintain a reserve ("Settlement Reserve") in an amount to be determined by us at our discretion. Any Settlement Reserve shall be deposited in a bank account for our

exclusive for purposes of offsetting any of your obligations under this Agreement. If your Settlement Reserve falls below the required amount, we have the right to immediately replenish the Settlement Reserve by withdrawing these funds from your Authorized Account(s) or by a direct deposit to the Settlement Reserve. No interest will be paid on the Settlement Reserve. You grant us a security interest in any Settlement Reserve so that we may enforce any obligation owed by you under this Agreement without notice or demand to you. Your obligation to maintain a Settlement Reserve will survive the termination of this Agreement for the duration of the termination period during which time our security interest shall continue.

#### 17. RIGHT OF SETOFF

We shall may be have a right of setoff for any and all fees, returns and refunds owed to us by you under this Agreement. This right of setoff exercised against any of your accounts held by us in which you have an ownership interest or right of withdrawal.

#### 18. RECORDING AND USE OF COMMUNICATIONS

All telephone conversations and data transmissions between you, us or any third parties used by you or us in connection with Cash Management Service(s) may be recorded and retained by us and our third party service providers by use of any reasonable means. This data will be used by us to provide Cash Management Service(s) and as provided in our customer information policies, subject to applicable law.

#### 19. CHANGE IN TERMS AND OTHER AMENDMENTS

- a. Our Right to Amend. We have the right to amend or change this Agreement or modify the terms of use for Cash Management Service(s) from time to time. This includes adding new or different terms or modifying or removing terms (together these are referred to as "Changes" or a "Change").
- b. Notice. We may notify you of Change(s) in any of the following ways: (a) sending written notice to you at your Mailing Address; (b) including a message with your Statement; or (c) providing notice to you in electronic form as permitted under the section entitled "Electronic Communication."
- c. Time for Giving Notice. Notice of any Change(s) shall be given to you at least fifteen (15) days before the effective date that the change applies. EFTA requires twenty-one (21) days' notice for certain changes. If EFTA applies to a Change, we will provide twenty-one (21) days' notice. If any other federal or state law requires a longer notice period, we will comply with that requirement.
- d. When Notice is Deemed Given. Notice of any Change(s) shall be deemed to have been given to and received by you on the third business day after notice of the Change(s) was provided or made available to you.
- e. Your Consent. Your continued use of your Authorized Account(s) or Cash Management Service(s) after the effective date of any Change shall constitute your acceptance of any such Change.
- f. Application of Change(s). Unless otherwise provided by law, Change(s) to this Agreement shall apply only to transactions that occur, or claims that arise, after the Change(s) become effective.

#### 20. ADDITIONAL TERMS

- a. Governing law: Jurisdiction. This Agreement shall be governed by the laws of the State of Minnesota. You consent to the jurisdiction of the courts of the State of Minnesota and waive any argument that such a venue is inconvenient.
- b. Taxes. You are responsible for all tariffs, duties, or taxes (excluding U.S. federal, state, and local taxation of our income) imposed by any government or governmental agency in connection with any payment order processed under this Agreement.
- c. Beneficiaries. This Agreement is only for your and our benefit and is not intended to and does

not grant any rights to or otherwise benefit any other person.

- d. Assignment. You are prohibited from assigning this Agreement, or any of your rights or duties under this Agreement, or any accounts created under this Agreement to any person without our prior written consent. We have the right to assign all or part of our rights and duties under this Agreement to anyone for any reason.
- e. Third Party Service Institutions. We may rely upon other financial institutions or entities ("Service Institutions") to provide you with Cash Management Service(s) You shall cooperate with us if any Service Institution requires additional information or data in connection with a specific Cash Management Service(s). You consent to the sharing of your information with any Service Institution as may be necessary to complete a particular transaction or otherwise provide Cash Management Service(s).
- f. No Fiduciary Relationship. We are not your advisor or fiduciary with respect to Agreement or Cash Management Service(s).
- g. Account Agreements. Disclosures. Entire Agreement. Unless modified by this Agreement, all provisions of the Account Agreement(s) between you and us and our EFTA Disclosure (if applicable) will remain in full force and effect during the term of this Agreement, including all fees and charges. If this Agreement conflicts with your Account Agreement(s), this Agreement shall control. Unless provided otherwise, this Agreement and any related Schedule A(s). Schedule A addendum(s), and waivers constitute the entire agreement and understanding between you and us relating to Cash Management Service(s), and this Agreement supersedes all prior agreements and understandings between you and us relating to those services. The terms and conditions of this Agreement are in addition to, and do not modify or otherwise affect, the terms and conditions of any other agreement or arrangement between us.
- h. Notices. All notices and other communications provided for in this Agreement shall be in writing and sent to your mailing Address or, if expressly permitted, by telephone or electronically as provided in this Agreement or made available to you from time to time.
- i. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision will be deleted, and the remainder of the Agreement shall remain in full force and effect. If allowed by law, the illegal, invalid, or unenforceable terms will be amended as necessary to make them valid and enforceable.
- j. No Waiver. No delay or failure on our part in exercising any of our rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by us shall constitute a waiver of its right to exercise the same or any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional shall constitute an amendment of this Agreement or shall constitute a waiver of any right or duty of either party.
- k. Events of Default. The occurrence of any of the following shall be deemed an Event of Default under this Agreement:
  - (a) any breach or default by you under the terms of this Agreement;
  - (b) any breach or default under the terms of any other " note, obligation, mortgage, assignment, guaranty, other agreement or other writing" to which you are a party;
  - (c) your insolvency, death, dissolution, liquidation, merger or consolidation;
  - (d) any appointment of a receiver, trustee or similar officer of any your property;
  - (e) any assignment for the benefit of your creditors;
  - (f) the commencement of any proceeding under any bankruptcy, insolvency, receivership, dissolution, liquidation or similar law by or against you;
  - (g) the issuance or levy of any writ, warrant, attachment, garnishment, execution or other process against any of your property;
  - (h) the attachment of any tax lien to any of your property;
  - (i) any statement, representation or warranty made by you (or any representative of you) to us at any time is incorrect or misleading in any material respect when made;

- (j) there is a material adverse change in your condition (financial or otherwise), business or property; or
- (k) we believe in good faith that the prospect of due and punctual payment or performance of your obligations under this Agreement is impaired.
- l. Eva dente of Authority. When you deliver your Request for Service(s) to us, you must provide us with an Authorization or other evidence satisfactory to us regarding the authority of the signatory of this Agreement to execute the Agreement and such other documents as we may reasonably require. We are entitled to rely upon such evidence and upon amendments thereto executed by a Representative.
- m. Financial information. If any Cash Management Service(s) are selected, at least once every twelve (12) months you must provide us with such financial statements and other information as we may reasonably request. You understand that this financial and credit information must be updated at our request and if you're financial condition changes. From time to time at our request, you shall provide us with current financial statements in a form acceptable to us to allow us to assess your financial condition.
- n. Credit History, Credit Report. You authorize us to check the credit history, to have a consumer credit report prepared, and to check the employment history of the principal owners at your business for purposes of evaluating our risk of nonpayment under this Agreement.
- o. Site inspections. We reserve the right to perform periodic site inspections to ensure compliance with this Agreement.
- p. Successors. This Agreement and all the terms and provisions herein shall be binding, upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- q. Term and Termination.
  - 1) Subject to our acceptance and approval, this Agreement shall be effective upon signing
  - 2) Unless ether-wise noted, either you or we may terminate this Agreement upon at least fifteen (15) days' advance written notice.
  - 3) Any termination of this Agreement shall not alter the obligations of either party arising prior to such termination.
  - 4) We may suspend or terminate Cash Management Service(s) for security reasons or as may be required by law, regulation, or bank regulatory authority.
  - 5) We may terminate this Agreement immediately without prior notice upon an Event of Default.

**Business Approval**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Bank Approval**

Name: Jennifer Bryfczynski

Title: VP, Cash Management Specialist

Date: \_\_\_\_\_

Signature: \_\_\_\_\_