MASTER TREASURY MANAGEMENT AGREEMENT

MASTER TREASURY MANAGEMENT AGREEMENT (this "Master Agreement") is entered into by and between Georgia Banking Company ("we," "us," "our," "Bank," or "Financial Institution") and the entity or entities identified on the signature pages in the GBC Business Direct Enrollment Package (the "Enrollment Package") (each of which shall be referred to individually and severally as "you," "your," or "Customer") as of the date set forth in the Enrollment Package. For the avoidance of doubt, if multiple entities are listed on Enrollment Package, as updated and amended from time to time, this Master Agreement shall constitute multiple but separate two-way agreements between Bank on the one hand and each Customer on the other hand.

WHEREAS, Bank is a state nonmember bank and insured depository institution chartered by the State of Georgia and provides a variety of treasury management services ("Services"), which are each described in the terms and conditions related thereto that are attached hereto and fully incorporated as part of this Master Agreement (each, a "Service Terms"), as applicable;

WHEREAS, Customer desires to engage in a commercial banking relationship with Bank, wherein Bank will provide certain Services to Customer in accordance with the terms and conditions of this Master Agreement and pursuant to the applicable Service Terms incorporated herein; and

WHEREAS, by entering into this Master Agreement, Customer agrees to be bound by such terms and conditions as may be updated and amended from time to time;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Bank agree as follows:

1. DEFINITIONS.

(a) "***Governmental Authority***" means all federal, state, and local governmental authorities and agencies, including, without limitation, all federal and state banking, consumer protection and financial services regulatory agencies, which include, but are not limited to, the Georgia Department of Banking & Finance ("Department"), the Federal Deposit Insurance Corporation ("FDIC"), the Board of Governors of the Federal Reserve System ("Federal Reserve"), the Federal Financial Institutions Examination Council ("FFIEC"), the Office of Foreign Assets Control ("OFAC"), and the Financial Crimes Enforcement Network ("FinCEN").

(b) "***Applicable Law***" means all federal, state, and local laws, rules, regulations, requirements, regulatory guidelines and guidance, and official commentaries, including, but not limited to: (i) all applicable rules, regulations, requirements, guidelines, and commentaries issued by any Governmental Authority; (ii) the Federal Trade Commission Act and all state acts governing fair business and trade practices applicable to Customer's business; (iii) the Bank Secrecy Act ("BSA") and Anti-Money Laundering ("AML") laws and regulations; (iv) applicable sections of the USA PATRIOT Act, implementing regulations related to Know-Your-Customer ("KYC") and Customer Identification Programs ("CIP"); (v) Articles 3, 4 and 4A of the Uniform Commercial Code ("UCC") as currently in effect and as thereafter amended in the Code of the State of Georgia; (vi) the National Automated Clearing House Association Operating Rules and Guidelines, as amended (the "Rules"); and (vii) the rules, guidelines, standards, and procedures issued by the Federal Reserve related to its FedNow Service for instant payments, including but not limited to Operating Circular No. 8 and Subpart C of Regulation J (12 CFR § 210.40 *et seq*.) and the rights, obligations, and limitations on liability contained therein.

(c) ***Other Terms***. Unless otherwise defined in this Master Agreement, capitalized terms shall have the meaning provided in the applicable Rules and/or Laws.

2. SERVICES.

(a) Customer has made a request to obtain, and we agree to provide the Services as expressed in this Master Agreement and the respective Service Terms applicable to such Services (collectively, the "Terms and Conditions").

(b) Customer may request a Service by any means we approve. If we accept and approve a Service request, we and Customer will be subject to the Terms and Conditions for that Service as applicable from time to time. For the avoidance of doubt, we are not obligated to honor any request you make for a Service and may decline to provide the Service to you for any reason or no reason. We will use reasonable efforts to notify you when the requested Services will become available to you. If Customer attempts to use or uses a Service before final approval by us, (1) Customer's attempt to use or use of the Service will be deemed to constitute Customer's agreement to the Service Terms for that Service, (2) Customer will indemnify, defend, and hold harmless Bank from and against any and all Indemnified Liabilities which may be imposed upon, incurred by, or asserted against Bank that arise from or relate in any way to that use or attempted use, and (3) we may block any future use of the requested Service. For some Services, we may, but are not obligated to, provide user guides or training tutorials to assist Customer in using the Service. Bank will be responsible only for performing the Services as explicitly provided for in this Master Agreement, and Bank will have no obligations to Customer other than those explicitly stated in this Master Agreement.

(c) Bank, at its discretion, may deliver disclosures and other documentation concerning this

Master Agreement or the Accounts in an electronic format, including, without limitation, through GBC Business Direct (as defined herein). Such disclosures and other documentation may include, without limitation: (i) amendments to this Master Agreement; (ii) account statements; (iii) notice of changes in terms, conditions, and fees related to the Services; and (iv) privacy notices. Customer consents to accept such disclosures and other documentation in electronic format and further agrees to maintain the necessary equipment to access such disclosures, whether through GBC Business Direct or otherwise.

3. CUSTOMER INFORMATION. Customer agrees to supply any information that we reasonably require to enable us to provide Services to Customer. We will rely on the information provided to us by Customer when providing Services. Any changes to the information provided shall be made in writing and will be made effective after we have had a reasonable amount of time to act on the change. We rely upon the accuracy of all information provided and authorizations received from an authorized employee or representative of Customer ("Authorized Agent"). Customer agrees to notify us immediately of a status change involving an Authorized Agent. We may refuse to complete requests from an individual until we have confirmed the individual's authority as an Authorized Agent.

4. EQUIPMENT. Unless expressly provided in a Service Terms, you are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, hardware and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers, equipment or software that you use in connection with the Services, even if we have previously approved their use. We make no warranty, express or implied, in law or in fact, including but not limited to any implied warranty of fitness for a particular purpose or of merchantability, with respect to the Services, or any computer programs, equipment or software made available to you. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment we provided.

You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute, copy, reverse, compile, modify or alter such software. Unless otherwise agreed by us in writing, the computer programs, service guides, Security Procedures, software and equipment provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

5. ACCOUNTS. Your Enrollment Package may list certain bank accounts that you wish to access with the Services. If your Enrollment Package includes the accounts of your parent company, subsidiaries or affiliates or any other person or entity, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will designate certain accounts for specific purposes in connection with some of the Services. If you fail to do so, or if your designated account closes, we may designate an account or terminate the Service.

6. OUR REPRESENTATIONS & WARRANTIES.

(a) We represent and warrant to Customer that:

(i) we are duly organized, validly existing, and in good standing in the jurisdiction in which we are organized;

(ii) the execution, delivery and performance by us of this Master Agreement has been authorized by all necessary corporate and governmental action;

(iii) the persons signing this Master Agreement on our behalf are duly authorized to do so;

(iv) this Master Agreement represents our legal, valid and binding obligation; and

(v) our execution and performance of this Master Agreement and our provision of the Services do not and will not violate any applicable law, bylaws, or any material agreement by which we are bound.

(b) We agree to provide the Services in accordance with reasonable commercial banking standards for similar financial institutions.

(c) Except as expressed elsewhere in this Master Agreement or in the associated Terms and Conditions of Services, we make no other representations or warranties either expressed or implied, of any kind with respect to a Service or our performance of the Service, including but not limited to the mechantability and fitness of the Services for a particular purpose. No descriptions or specifications constitute representations or warranties of any kind.

7. CUSTOMER REPRESENTATIONS AND WARRANTIES.

(a) Customer represents and warrants to us that:

(i) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdictions where Customer does business and is required to be qualified except where the failure to be qualified would not have a material adverse effect on Customer;

(ii) the execution, delivery and performance by Customer of this Master Agreement and the related agreements have been authorized by all necessary entity and governmental action;

(iii) the persons signing this Master Agreement and the related agreements on Customer's behalf are authorized to do so;

(iv) this Master Agreement represents Customer's legal, valid and binding obligation; and

(v) the execution and performance of this Master Agreement and the use of the Services do not and will not violate in any material repsect any applicable law, Customer's entity governing documents, or any material agreement by which Customer is bound.

(b) Customer reaffirms these representations and warranties each time it uses a Service. In addition, Customer agrees to immediately notify us if any representation or warranty made by Customer is no longer true.

8. SECURITY AND OPERATING PROCEDURES.

(a) ***Security Procedures***

Customer's access to our various channels of delivering Services is subject to our security procedures including, but not limited to, the use of out of band identification codes, multi-factor authentication, unique customer, and User IDS, confidential passwords, and call back verifications (the "Security Procedures"). The Security Procedures enable the use of the Services delivery channel, and verify the origination of payment instructions and communications to us.

Each time you make a transfer or payment with a Service, you warrant that our Security Procedures are commercially reasonable. If we accept a payment order in good faith issued in Customer's name and in accordance with our Security Procedures, you agree to be bound by the order received through the Services, even if it was not authorized by you. We and Customer will agree on the Security Procedures for a particular Service in the set up process for that Service. Security Procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your funds transfer instructions). We are not obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

(b) ***Other Procedures***

We may, in our discretion, use additional procedures to verify the authenticity of payment instructions. We are not responsible for our refusal to act upon any instruction received by us that does not comply with this Master Agreement or the applicable Terms and Conditions, including where our reasonable efforts to verify instuctions in accordance with our Security Procedures have failed or where action is delayed until such verification can be obtained.

We reserve the right to issue new Security Procedures and/or cancel or change any Security Procedure from time to time. For the avoidance of doubt, Customer shall be liable for all transactions with respect to its accounts that are authenticated in accordance with our Security Procedures, and Bank will not be liable even if the transactions were not, in fact, authorized by you. Customer understands that the Security Procedures are not designed for the detection of errors in the transmission or content of any funds transfer request or other instruction and that Bank is not obligated to detect errors, even if it takes action from time to time to do so. No procedure for the detection of errors has been agreed upon between Bank and Customer, and you are solely liable for such errors (including, without limtation, any duplicate funds transfer request or other instruction and resulting duplicate items).

(c) ***Customer Responsibilities***.

You agree to:

(i) comply with this Master Agreement, any applicable Terms and Conditions, any User Guides and all other polices and procedures of Bank;

(ii) take reasonable steps to safeguard the confidentiality and security of the User ID and Password, any User Guide, and any other proprietary property or information we provide to you in connection with the Services; and

(iii) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached.

In the event of a computer system security breach, Customer will assist Bank in determining the manner and source of the breach. Such assistance shall include, without limitation, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in the breach. Customer will provide Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach was caused by a person who

obtained access to transmitting facilities of Customer or who obtained information facilitating the breach from Customer and not from a source controlled by Bank.

9. INTERNAL SECURITY CONTROLS. Customer and, as applicable, its parent company, affiliates and subsidiaries, will establish, maintain and update their own respective commercially reasonable policies, procedures, equipment and software ("Internal Security Controls") to safeguard the security and integrity of their respective computer and other information technology systems, methods, and information (including, but not limited to, the access credentials, access methods, and information used in connection with the Services) from unauthorized use, intrusion, takeover or theft (collectively, "Internal Security Breaches"). Customer is solely responsible for its Internal Security Controls, including the selection, installation, maintenance and operation of such Internal Security Controls. **Customer bears all risk of losses arising from its Internal Security Breaches and the interception of its communications prior to their receipt by Bank (collectively, "Internal Security Losses"). BANK ASSUMES NO LIABILITY FOR, AND WILL NOT REIMBURSE CUSTOMER IN CONNECTION WITH, ANY INTERNAL SECURITY LOSSES.**

Further, Bank assumes no responsibility with respect to any errors, failures, or malfunctions of your Internal Security Controls, or for any related problems that may occur with your use thereof in connection with the Services. Customer represents and warrants that its Internal Security Controls include, at a minimum, the following security elements: (a) limits and controls on who has access to its computer and other information technology systems, methods, and information; (b) up-to-date security software and up-to-date software patches for its software programs, internet browsers, e-mail programs, and the like; (c) commercially reasonable and up-to-date firewalls; (d) procedures to avoid infection by malicious software; (e) limited access to the Services from a secure location on Customer's premises; and (f) policies and procedures designed to maintain the integrity and confidentiality of the access credentials, access methods, and information. This is not intended as an exhaustive itemization of the Internal Security Controls that Customer may need. Bank does not warrant that implementation of any or all of the above recommendations will prevent Internal Security Losses. Customer is solely responsible for providing adequate safeguards and security measures to prevent fraudulently submitted transactions.

10. ADMINISTRATOR/AUTHORITY. You must appoint an individual (an "Administrator") with the authority to determine who will be authorized to use the Services on your behalf ("Users"). Your Administrator will be responsible for: (a) the receipt, proper distribution and maintenance of all User ID's and Passwords and Password resets; (b) maintaining the ability of the Users to access the Services; (c) establishing limits on each User's authority to access information and conduct transactions; and (d) adding, removing and making other changes to the transaction rights of Users. You or your Administrator will designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is transmitted through our Treasury and Cash Solutions Service. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is initiated in our Treasury and Cash Solutions portal with our secure login process, the transaction will be deemed authorized by you. The Administrator could be that individual who enrolls Customer in the Services. We may act on the instructions of the Administrator until we receive written notice to the contrary from the Administrator or another person authorized by you to give such notice. We shall be given a reasonable time to act on any such written notice.

If we are uncertain regarding the designation or identity of the Administrator, the ownership or control of an account, or the authority of any User, we may, at our sole discretion (w) freeze accounts and/or refuse to make some or all of the Services available until we receive written proof (in form and substance satisfactory to us) of each person's right and authority to act; (x) suspend the Administrator's access to the Services; (y) request instructions from a court of competent jurisdiction at your expense regarding the ownership or control of the account; and /or (z) continue to honor instructions given to us by an individual who appears to be acting with authority as the Administrator or User according to our records. In no event will Bank be liable for any delay or refusal to follow instructions that occurs as a result of a dispute or uncertainty over the ownership or control of any account.

An individual's designation as a User shall continue to be effective until your Administrator removes the individual as a User from the "User Profile Maintenance" section of the Services and we have had sufficient time to process the revocation.

11. ACCESS TO ACCOUNT DATA. Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, Positive Pay exception decisions and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or from any

temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch for account, loan and deposit information.

12. INFORMATION/INSTRUCTIONS. You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require for payment instructions. We are not responsible for confirming such information, or for monitoring or refusing to process instructions by you or your Authorized Agents. We are not obligated to detect errors in your transfer or payment instructions. You must accurately describe transaction beneficiaries, intermediary Financial Institutions, and the beneficiary's Financial Institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, we may process the transaction solely on the basis of the number even if the number identifies a person or entity different from the named beneficiary or institution

Payment orders via wire transfer instruction, ACH entry, or any other electronic instruction in accordance with this Master Agreement or the applicable Terms and Conditions are considered to be an original writing and to have been signed by an Authorized Agent. Neither party will contest the validity or enforeability of an instruction on the grounds that it was not in writing, not signed by an Authorized Agent, or not an original. A valid digital signature shall be deemed to be conclusive proof of authorization by Customer of the instruction to which it relates.

ANY TRANSACTION INITIATED OR APPROVED BY OR THROUGH YOUR ACCESS CREDENTIALS SHALL BE DEEMED PROOF OF AUTHORIZATION BY CUSTOMER OF SUCH FUNDS TRANSFER REQUEST OR OTHER INSTRUCTION TO WHICH IT RELATES, REGARDLESS IF THE PERSON USING YOUR ACCESS CREDENTIALS IS YOU OR ANOTHER PERSON. ALL ACCESS TO, AND USE OF, THE SERVICES USING THE SECURITY PROCEDURES IS CONSIDERED FOR ALL PURPOSES AND WITHOUT FURTHER INVESTIGATION TO BE AUTHORIZED BY CUSTOMER, AND BANK IS ENTITLED TO RELY AND ACT UPON ALL FUNDS TRANSFER REQUESTS AND OTHER INSTRUCTIONS SENT TO US USING THE SECURITY PROCEDURES.

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

14. JOINT AND SEVERAL AUTHORITY TO COMBINE FUNDS. If more than one party joins in one or more Services, the contractual obligations shall be the independent obligation of each party, given that the obligations hereunder are joint and several. Each such party agrees that there is no expectation of privacy between the entities that have joined in the Services.

In addition, in such case, each party represents and warrants to us that any and all transfers and commingling of funds required or permitted by any Services, and all other aspects of the performance hereof by the parties, have been duly authorized by law and by all necessary parties, including, without limitation, the account holder of each account and that each party has obtained and shall maintain in its regular business records, and make available to us upon demand, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's corporate bylaws and board resolutions. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon your use of the Services and our effecting each transfer and commingling of funds.

15. FEES. You agree to pay us the fees we establish for each of the Services. Our Fee Schedule provides details of our fees. We will charge fees directly to the account specified by you or your Authorized Agent. We may amend the pricing for our Services from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at your request shall be subject to additional terms and fees. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Master Agreement, and /or the software or equipment made available to you, (excluding any income tax payable by us).

You are solely responsible for your own third party costs

and expenses, including, but not limited to, audits and inspections, due diligence reviews, as well as internal expenses related to its use of the Services, such as telephone access fees, internet services fees, communications fees, and data processing expenses. You are also responsible for any expenses incurred by Bank as a result of your breach of the representations, warranties, and covenants set forth in this Master Agreement, including, without limitation, all fees assessed against Bank for or related to Customer's non-compliance with the Rules and Laws, and any investigations of Bank by a Governmental Authority relating to Customer banking activities.

You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

16. BUSINESS ONLINE BANKING.

(a) ***Administration***

Our online portal used to provide online Services to Customer ("GBC Business Direct") is administered on behalf of Customer by an Administrator designated by Customer. Your Administrator will be responsible for (i) the receipt, proper distribution and maintenance of all User ID's and Passwords and Password resets; (ii) maintaining the ability of the Users to access the Service; (iii) establishing limits on each User's authority to access information and conduct transactions; and (iv) adding, removing and making other changes to the transaction rights of Users.

You or your Administrator will designate which accounts will be utilized for Service payments and transfers. We may require you to change your password at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons. Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions.

(b) ***Alerts***

GBC Business Direct offers Alert notifications delivered via email, text or by voice phone call designated by the User's set up. If Customer elects to use this feature, each User permitted to use the Alerts module by the Administrator, will have the ability to select various account notifications based on specific account activity. When an account activity, status or action required event occurs, our system will send the chosen notification to the User. Alerts are provided for information and conveneince only, and do not constitute a bank account record. Alerts do not substitute for proper account management. Alerts may be delayed, or prevented by circumstances beyond our control, and we do not guarantee the delivery of an Alert.

17. BOOK TRANSFER SERVICE. Transfers between your deposit accounts with us are subject to the terms of your deposit agreement, and Security Procedures. You may instruct our electronic system to make transfers between your accounts at any time, on any day.

18. ONLINE STATEMENTS.

(a) The Online Statements Service provides you with an electronic version of your eligible Checking Account statements that you may view, save to your PC and /or print at your convenience. The Online Statements Service also may include the delivery to you of electronic versions of the disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our annual privacy notice.

(b) When you elect to receive Online Statements, you are consenting to receive your account statement by electronic means only. Your Online Statement will be available to you by the third business day of the month following the cutoff date of your statement. You will not receive paper statements in the mail, as long as you are enrolled to receive Online Statements.

(c) Online Statement notifications will be sent to the email address on file at Bank. It is your responsibility to update any changes in your e-mail address with Bank. You have the right to withdraw your consent to receive your account statements electronically. If you wish to discontinue the Online Statement delivery service, you may do so in person at any of our banking offices, by calling us at (770) 226-8800, by e-mailing us at treasurysolutions@georgiabanking.com, or by writing to us at 1776 Peachtree St., NW, Suite 300, Atlanta, GA 30309. Paper statement fees will apply.

(d) When you are enrolled to receive Online Statements, the statements will be made available for up to 12 months. However, we encourage you to retain a copy of any statement you would like to keep by printing a copy or saving it to your personal hard drive. Bank reserves the right to cancel your participation in the Online Statement Service at any time.

19. STOP PAYMENT. You may stop payment on a check by providing us with timely, complete and accurate information of the following: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by calling

us at (770) 226-8800 or by writing to us at 1776 Peachtree St., NW, Suite 300, Atlanta, GA 30309.

20. AMENDING/CANCELING A TRANSACTION. Unless this Master Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal, no later than the settlement date of the reversing entry.

21. OUR REJECTION OF TRANSACTIONS; NOTICE OF RETURNED PAYMENTS OR TRANSFERS. We may refuse any transfer or payment instruction without cause or prior notice. We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

22. TELEPHONE CONFIRMATIONS. We may elect to verify the authenticity or content of any instruction, as an alternative Security Procedure by placing a call to a designated payment verifier in the specified calling order. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

23. TRANSACTIONS LIMITS AND SAFEGUARDS. You agree not to exceed the Service transaction limits we establish from time to time for your account (for example in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

24. ELECTRONIC MAIL/INTERNET. If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. **AS SUCH, WE RECOMMEND THAT YOU NOT SEND ACCOUNT DATA OR OTHER SENSITIVE INFORMATION TO US BY E-MAIL.**

Your use of the Internet and e-mail will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Neither we nor our service providers assume responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all applicable laws to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Services will be subject to additional qualifications and operating rules, if any, as set forth on our web-site.

25. CUTOFF HOURS. A number of our Services are subject to processing cutoff hours. Instructions received after the cutoff hour or on a non-banking day may be deemed received as of the next banking day. Our business days are Monday through Friday, excluding holidays. Services may occasionally be unavailable due to needed maintenance or system /network interruptions.

26. BUSINESS CONTINUITY. You understand and agree that our disaster recovery plan is designed to minimize, but not eliminate, risks associated with a disaster affecting Bank's ability to provide the Services and that Bank does not warrant that the Services will be uninterrupted or error free in the event of a disaster or otherwise.

27. SERVICE AUDITS. Bank has the right to audit your compliance with the Rules, Applicable Law, and Bank's policies and procedures (to the extent applicable). Customer will cooperate and provide reasonable assistance and information to conduct such audit, including, without limitation, reasonable access to its computer and operating systems, policies, records, and other materials. Upon reasonable notice to Customer, Bank may also inspect your books and records, and conduct onsite visits to your locations, with regard to information deemed by Bank to be necessary or pertinent to your use of the Services. Information subject to Bank's right of inspection includes, without limitation, information maintained by

Customer with respect to its customers, clients, vendors, and processors if, in Bank's opinion, such relationship is materially related to the Services or your transaction activities conducted through Bank. Physical site visits may be conducted to evaluate Customer's security, communication processes, compliance management systems, and related obligations under this Master Agreement, the Rules, and Applicable Law.

If an audit results in a material recommendation with regard to Customer's processes, and Customer fails to comply with the recommendation within a reasonable amount of time, we reserve the right to suspend or terminate the audited Service, pending resolution of the issues identified within the audit.

28. SETOFF; OVERDRAFTS.

(a) We reserve the right of setoff against Customer's deposits and funds in accounts held by Customer in order to satisfy any unpaid obligation to us under this Master Agreement. We may exercise this right of setoff without advance notification to you. We will provide you with reasonable notice following the setoff action. Our setoff rights as described are limited only by restrictions imposed by Applicable Law.

(b) When you transmit a funds transfer request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available balance, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each funds transfer request presented against insufficient available balance.

29. COMPLIANCE WITH APPLICABLE LAWS.

(a) In connection with the Services and Customer's activities, Customer will comply with the Rules and Applicable Law. Without limiting the foregoing, Customer acknowledges and agrees that Customer's transactions conducted pursuant to this Master Agreement will comply with FinCEN's rules and regulations and with sanctions enforced by OFAC. Customer acknowledges its responsibility to obtain information regarding OFAC-enforced sanctions and agrees that Bank shall not be required to perform any action to debit or credit an account or transfer funds if Bank determines such action is inconsistent with Applicable Law or Rules. Bank WILL NOT send or receive debits or credits or facilitate funds transfers to or from foreign countries against which the United States has trade sanctions, or countries or individuals specifically identified and restricted by OFAC as of the date of the proposed transaction. Customer must utilize the most recent list of OFAC restrictions in determining whether to initiate or request debits or credits to an account or funds transfers. Customer may obtain information regarding OFAC-enforced sanctions on-line at www.treasury.gov or via the OFAC Compliance Hotline (800)-504-OFAC.

(b) Customer has, and will maintain, a compliance management system designed to effectively monitor compliance with the Rules and Applicable Law related to the Services and Customer's business activities. Customer's compliance management system includes, but is not limited to, policies and procedures designed to comply with the Rules, Applicable Law, employee training, and monitoring and oversight. Customer will take all necessary actions to maintain such policies and procedures and oversee compliance within its organization.

(c) Customer agrees that it shall be responsible for any fines or penalties imposed on Bank as a result of Customer's non-compliance with the Rules or Applicable Law. Customer will reimburse, hold harmless, and indemnify Bank for all such fines and penalties pursuant to this Master Agreement.

30. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WITH RESPECT TO THE SERVICES, SOFTWARE, DOCUMENTATION, APPLICATION OR ANY SERVICE, THAT THE OPERATION OF ANY SERVICE WILL BE ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED. FURTHER, BANK HEREBY DISCLAIMS ALL LIABILITY THERETO. BANK HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, INFRINGEMENT OR OTHER IMPLIED CONTRACTUAL WARRANTY, AND CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT NEITHER BANK NOR ANY THIRD PARTY PROVIDER OF THE SERVICES OR ANY APPLICATION SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY OF THE MATTERS SET FORTH IN THIS SECTION ABOVE.

31. LIMITATIONS OF LIABILITY.

(a) IN ADDITION TO ANY FURTHER LIMITATIONS ON BANK'S LIABILITY THAT ARE PROVIDED ELSEWHERE IN THIS MASTER AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK'S LIABILITY TO CUSTOMER ARISING FROM OR RELATED IN ANY WAY TO THE SERVICES OR THIS MASTER AGREEMENT (WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY) SHALL BE LIMITED TO ACTUAL AND PROVEN DAMAGES ARISING DIRECTLY FROM BANK'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES.

(b) We will not be responsible for any loss, delay, damage, cost or liability which arises, directly or indirectly, in whole or in part, from: (i) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (ii) your negligence or breach of any agreement with us, including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any payment orders received from you, or those of any other person; (iii) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (iv) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (v) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vi) the lack of available funds in your Account to complete a transaction; (vii) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (viii) your failure to follow any applicable software manufacturer's recommendations or our Service instructions.

(c) Bank shall not be responsible for loss, delay, damage, cost or liability which arises, directly or indirectly, in whole or in part, from Bank's failure to perform any Service or to perform any other obligations under this Master Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of Governmental Authority, including the Board of Governors of the Federal Reserve; theft; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; equipment breakdown or mechanical malfunction; electrical, power, or computer failure; delays or failure to act by Customer or third parties and their personnel; criminal acts; or generally any cause reasonably beyond Bank's control. Bank shall not be liable for failure to perform any of its obligations in connection with the Service if such performance would result in it being in breach of any Applicable Law or the requirement of any Governmental Authority. If Bank fails to credit any of Customer's accounts utilized in connection with the Service in accordance with the Service Terms and Conditions applicable thereto as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such account, but Bank shall not incur any liability for such failure, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the account. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR, AND CUSTOMER HEREBY WAIVES ITS RIGHT TO RECOVER, ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST OPPORTUNITY), SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES, HOWEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE ARE AWARE OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY FOR SUCH LOSSES OR DAMAGES.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BANK'S TOTAL, CUMULATIVE LIABILITY TO CUSTOMER ARISING FROM OR RELATED IN ANY WAY TO THE SERVICES OR THIS MASTER AGREEMENT (WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY) EXCEED THREE (3) TIMES THE AVERAGE MONTHLY FEES PAID BY CUSTOMER FOR THE SERVICES FOR THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

(f) Notwithstanding any statute of limitation or statute of repose pursuant to Applicable Law, any claim, action or proceeding by you to enforce the terms of this Master Agreement or to recover for any Service-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs; *provided*, *however*, that this provision shall not extend any shorter period of time otherwise provided by applicable Law or elsewhere in this Master Agreement. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

(g) You acknowledge that our Service fees have been established in contemplation of: (i) these limitations on our liability; (ii) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (iii) your agreement to assist us in any loss recovery effort. **YOU UNDERSTAND THAT WE WOULD HAVE TO CHARGE SUBSTANTIALLY HIGHER FEES FOR THE SERVICES ABSENT THESE LIMITATIONS ON OUR LIABILITY AND YOU HAVE THE OPTION NOT TO ENTER INTO THIS MASTER AGREEMENT**.

(h) No clearing house, financial institution, or other instrumentality used to effectuate Customer's payment orders shall be deemed Bank's agent.

32. DUTY OF CARE.

(a) Except to the extent required by Applicable Law, Bank will exercise reasonable care in providing the Services. Bank's reasonable care is to be evaluated based on reasonable commercial banking standards prevailing for banks providing similar services at the same location for similarly-situated commercial banks.

(b) Notwithstanding the immediately preceding paragraph, and to the extent that Bank's exercise of reasonable care may be an issue with respect to any claim, Bank and Customer agree that Bank's substantial compliance with this Master Agreement and Bank's then-existing standard procedures for performing the Services shall be deemed to constitute the exercise of reasonable care, and Customer agrees that occasional, unintentional deviations by Bank from this Master Agreement or those procedures shall not be deemed a failure to exercise reasonable care as to the transactions with respect to which any such deviations occur. Customer specifically acknowledges that, given modern electronic check processing systems and check processing volumes, it is impractical, and expressly not the standard of reasonable care, for Bank to monitor each individual check, item, or transaction presented or posted on any Customer account. Customer further agrees that clerical errors and mistakes in judgment made by Bank do not constitute a failure of Bank to use reasonable care or act in good faith.

33. INDEMNIFICATION. In addition to your other indemnification obligations contained in this Master Agreement, you release and agree to indemnify, defend, and hold harmless Bank, its parent company, affiliates, and subsidiaries, and their respective directors, officers, employees and agents (collectively, the "Bank Indemnified Parties"), promptly after receipt of a request from a Bank Indemnified Party, from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs (including, without limitation, the fees and expenses of legal counsel to the Bank Indemnified Parties and internal expenses of Bank), expenses, or disbursements of any kind or nature whatsoever and by whomsoever brought or caused (collectively, the "Indemnified Liabilities") that may be imposed upon, incurred by, or asserted against the Bank Indemnified Parties and that in any way relate to or arise out of: (a) Customer's (including, without limitation and for the avoidance of doubt, its Users' and Administrators') breach of this Master Agreement; (b) Customer's (including, without limitation and for the avoidance of doubt, its Users' and Administrators') negligence, fraud, or intentional misconduct; (c) any action taken or omitted by Bank in accordance with instructions or other communications actually authorized by or on behalf of Customer or that Bank reasonably believes to have been so authorized; (d) a representation, warranty, or covenant of Customer; (e) any use of the Services by Customer that is not in compliance with this Master Agreement, the Service Terms, or the Rules or Appliable Law; (f) any investigation or proceeding brought by any Governmental Authority whatsoever related to Customer; (g) any subpoena, order, levy, garnishment, or request related to Customer; (h) any loss or claim arising from Customer's (including, without limitation and for the avoidance of doubt, its Users' and Administrators') failure to use or adhere to Security Procedures in accordance with this Master Agreement; (i) any Indemnified Liabilities caused by your customers or clients; (j) any action taken or omitted by Customer (including, without limitation and for the avoidance of doubt, its Users and Administrators) in connection with this Master Agreement or the Services and any transaction related thereto; or (k) any virus (or similar malicious device), data, or code transmitted from Customer's systems to Bank's systems.

34. CONFIDENTIALITY. Customer agrees to keep confidential and not disclose to any third parties our fees, terms of Service, User Guides, software and any other piece of proprietary information we provide in connection with the Services. We will maintain the confidentiality of Customer's non-public information we obtain in connection with providing Services.

35. ARBITRATION. Customer and Bank agree to the terms and conditions of the arbitration clause (the "Clause") set forth as Exhibit A attached hereto with respect to any dispute arising under the Master Agreement or related to any Services provided thereunder, and any dispute between Bank and any Guarantor of Customer who has executed a Limited Guaranty as required by Bank.

36. JURISDICTION; VENUE; WAIVER OF JURY TRIAL; WAIVER OF SOVEREIGN IMMUNITY. In the event of a legal proceeding in a court of law between Bank and Customer (or any Guarantor), you hereby irrevocably and unconditionally consent to the jurisdiction of the state courts of the State of Georgia and the federal courts of the United States of America located in the Northern District of the State of Georgia. You and we hereby agree that any action or proceeding in respect of any claim arising out of or related in any way to this Master Agreement or the Services or any Guaranty shall be brought exclusively in any state or federal court of competent jurisdiction located in the State of Georgia. You hereby waive any objection to laying venue in the aforementioned courts, as well as any objection that the aforementioned courts are an inconvenient forum or do not have jurisdiction over you. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AND BANK KNOWINGLY AND WILLINGLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY TO THIS MASTER AGREEMENT OR THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER FURTHER VOLUNTARILY WAIVES ALL SOVEREIGN IMMUNITY RIGHTS OR DEFENSES IT MAY HAVE WITH RESPECT TO THIS MASTER AGREEMENT OR THE SERVICES**.

37. LEGAL PROCESS

(a) If Bank is served with a subpoena, warrant, order, or other request from a Governmental

Authority, court, or tribunal for information or records concerning this Master Agreement, the Services, or Customer, or with a levy or garnishment of Customer's account(s), Bank will follow (and may rely on absolutely) the advice of its legal counsel as to the appropriate response to such subpoena, warrant, request, levy, order, or garnishment, and shall have no liability or responsibility whatsoever to Customer for doing so even if such advice shall turn out to have been mistaken. Customer acknowledges that Bank's current policy (which is subject to change based on advice of legal counsel) is to comply with any such subpoena, warrant, request, levy, order, or garnishment, as concerns information, records, or funds.

(b) If Customer is served with a subpoena, warrant, order, or other request from a Governmental Authority, court, or tribunal for information or records concerning this Master Agreement, the Services, or Bank, Customer will provide Bank with prompt written notice so that Bank may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Master Agreement. If, in the absence of a protective order or other remedy or Bank's waiver, Customer is nonetheless legally compelled to disclose such requested information, Customer may, without liability hereunder, disclose only that portion of such information that Customer's counsel advises Customer it is legally required to disclose, provided that Customer shall use its best efforts to preserve the confidentiality of any information protected by this Master Agreement, including, without limitation, by cooperating with Bank to obtain an appropriate protective order or other reliable assurance of confidential treatment by the Governmental Authority, court, or tribunal.

38. GOVERNING LAW. THIS MASTER AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REFERENCE OR REGARD TO THE CONFLICT OF LAW PROVISIONS THEREOF, AND APPLICABLE FEDERAL LAW.

39. RELIANCE ON THIRD PARTIES. Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we shall have no liability for such unavailability or lack of access. We shall not be responsible for any services you receive from third party vendors.

40. STATEMENT INSPECTION. Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries or bill payments.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (for example, in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Passcode or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 calendar days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within 15 calendar days, you agree that, in addition to any other limitations on our liability: (y) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (z) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, notices required by this Master Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed to:

Georgia Banking Company
1776 Peachtree St., NW
Suite 300
Atlanta, GA 30309

or delivered to any branch location of the Financial Institution.

41. YOUR RECORDS. This Master Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices, as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account. Further, Bank may, at its discretion, and without invoking its audit or inspection rights, request that Customer provide verifications of licensing, permits and other governmental verifications and proof of compliance with its obligations under this Master Agreement. You will provide such requested information promptly following Bank's request in a form satisfactory to Bank.

42. TERMINATION

(a) Either party may terminate this Master Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party.

(b) We may suspend or terminate your Services or this Master Agreement immediately and without prior notice if: (i) you breach any agreement with us (including any representation, warranty, covenant or obligation owed to Bank under this Master Agreement or any Service Terms) or fail to comply with the Rules or Applicable Law; (ii) the confidentiality of the Security Procedures, your User ID, or your Passcode is compromised; (iii) we have reason to believe that an unauthorized transaction has taken place or may take place involving any of your accounts or any of the Services; (iv) you file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for you or a substantial part of your assets or commence any proceeding under any bankruptcy, dissolution or reorganization law or statute, or if any such proceeding is filed against you, and such petition, application or proceeding remains undismissed for a period of thirty (30) days or more; (v) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services; (vi) in our good faith opinion, your financial condition has become impaired or you become insolvent or generally do not pay your debts as they become due or make a general assignment for the benefit of creditors; (vii) if so required by Bank, you fail to maintain a sufficient available balance in any account associated with a Service; (viii) the continued provision of the Services would, in our good faith opinion, (1) violate Applicable Law, (2) violate any order, directive or requirement imposed on Bank by a Governmental Authority, or (3) subject us to unacceptable risk of loss; (ix) if you have any substantial part of your property become subject to any levy, seizure, assignment, application for sale for or by any creditor or Governmental Authority; (x) if you fail to maintain your corporate, partnership or other business existence in good standing; (xi) if you, without the prior written consent of Bank, consolidate or merge with or into or acquire the stock of any other corporation or entity, sell or otherwise transfer all or substantially all of its assets, permits the sale or transfer of a material ownership interest in your business, or otherwise materially change or permit to be materially changed your organization or corporate or ownership structure.

(c) The termination of this Master Agreement will not affect the rights or obligations of the parties that arise prior to termination. Customer's obligation with respect to any transaction shall survive termination of this Master Agreement or any Service Terms until any applicable statute of limitation has elapsed. Subject to applicable law, upon termination all amounts owed under this Master Agreement or any Service Terms shall become immediately due and payable.

43. INACTIVITY. If you do not use Services for a period of 180 consecutive days, whether or not a fee is paid and whether or not there are any scheduled payments or transfers pending, your User ID may be terminated. In order to reinstate the Services, you will be required to re-enroll.

44. RECORDING. Bank may, but shall not be obligated to, tape or otherwise record telephone conversations and electronic communications between Bank and Customer, its Users and Administrators, or any authorized representative thereof, without notice by Bank to any of the foregoing. You assume the responsibility for obtaining any necessary consents of, and giving notice to, any of your personnel, Users, Administrators, or any authorized representatives thereof.

45. MISCELLANEOUS TERMS. You will not allow others to provide instructions to us (for example, wires, transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs that you or we incur as a result of their actions or omissions.

(a) ***Amendments*** This Master Agreement, any Service Terms, any Service fees, any User Guides or any Security Procedures may be amended, updated or restated by Bank in its sole and absolute discretion by providing Customer with prior notice, which Customer agrees may be provided solely by Bank posting an updated, amended or restated Master Agreement, Service Terms, Service fee schedule, User Guide or Security Procedures to Bank's website at https://www.georgiabanking.com/treasury-solutions-updates . In the event that performance of Services under the Master Agreement, any Service Terms, any Service fees, any User Guides or any Security Procedures would result in a violation of any present or future statute, regulation or governmental policy to which Bank is subject, then this Master Agreement, any Service Terms, any Service fees, any User Guides or any Security Procedures shall be automatically deemed to be amended to the extent Bank determines is necessary to comply with such statute, regulation or policy. Alternatively, Bank may terminate this Master Agreement if it deems such action necessary or appropriate under the circumstances. Bank shall have no liability to Customer as a result of any such violation, amendment or termination. If Customer uses any Services after any amendment, update or supplement to the then-current Master Agreement, Service Terms, Service fees, User Guides or Security Procedures then such use shall be deemed to constitute agreement to the terms of any such amendment, update or supplement. No practices or course of dealings between Bank and Customer, or any

procedures or operational alterations used by them, shall constitute a modification of this Master Agreement, nor shall they be construed as an amendment to this Master Agreement, any Service Terms, any Service fees, any User Guides or any Security Procedures.

(b) ***Entire Agreement*** This Master Agreement and the Enrollment Package (including the schedules and addenda and other terms and conditions attached hereto), together with any applicable deposit agreement is the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, between Bank and Customer with respect to such subject matter hereof and thereof. In the event of any inconsistency between the terms of this Master Agreement and any applicable deposit account agreement, the terms of this Master Agreement shall govern. In the event performance of the Services in accordance with the terms of this Master Agreement would result in a violation of any present or future statute, regulation, or government policy to which Bank is subject and which governs or affects the transactions contemplated by this Master Agreement, then this Master Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment.

(c) ***No Assignment*** We may assign our rights and delegate our duties under this Master Agreement to a company affiliated with us or to a third party. You many not assign any right or delegate any obligation under this Master Agreement without our prior written consent.

(d) ***Binding Agreement; No Third Party Beneficiaries; No Third Party Use*** This Master Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Master Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Master Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

(e) ***Severability*** If any provision of this Master Agreement is found to be void, invalid, illegal, or unenforceable to any extent, the remainder of this Master Agreement shall not be impaired or otherwise affected and shall remain in full force and effect.

(f) ***Waivers*** Bank may waive enforcement of any provision of this Master Agreement. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

(g) ***Notices, Instructions, Etc.***

(i) Except as stated herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

(ii) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Customer, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second business day following the day received by Bank.

(iii) Except as stated herein, any written notice or other written communication required or permitted to be given under this Master Agreement shall be delivered or sent by U.S. Mail, if to Customer, at the address of Customer on the books of Bank, and if to Bank, at the following address:

Georgia Banking Company
1776 Peachtree St., NW
Suite 300
Atlanta, GA 30309

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

(i) ***Headings*** Headings are used for reference purposes only and shall not be deemed a part of this Master Agreement.

(j) ***Use of Name*** Neither Customer nor Bank shall display any name, trademark, or service mark of the other without the prior written consent of the other. Customer shall not advertise or promote the Service without Bank's prior written consent.

AUTOMATED CLEARING HOUSE ORIGINATION SERVICES

1. ACH TRANSFERS.

(a) Customer requests Bank permit Customer to initiate or arrange for the initiation of Automated Clearing House ("ACH") debit and/or credit Entries to be processed by and through Bank (the "ACH Services"). Customer agrees to all terms and conditions applicable to the ACH Services and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein.

(b) Customer acknowledges that the ACH feature of the ACH Services is an entry system for issuing funds transfer requests to the Automated Clearing House Network. Customer understands that Bank will process only certain ACH transaction types pursuant to Section 5 herein. Customer understands that its credit will be verified by Bank at the inception of the ACH Services and at least annually thereafter, and Customer authorizes Bank to check its credit and inquiry into other records related thereto. Customer understands and acknowledges that information gathered by Bank will be used in evaluating participation in the ACH Services and/or other relationships with Bank and its affiliates.

(c) ***Risk Management Practices***. Based on the requirements of enhanced risk management practices related to the origination of ACH files, Bank may continually monitor Customer with respect to the following:

(i) Perform due diligence sufficient to form a belief that Customer has the capacity to perform its obligations in conformance with the Rules;

(ii) Assess the nature of Customer's activity and the risk it represents;

(iii) Monitor Customer's origination and return activity, relative to its exposure limit, across multiple settlement dates;

(iv) Enforce the exposure limit; and

(v) Enforce restrictions on the types of ACH transactions that may be originated.

2. CERTAIN DEFINITIONS. Unless otherwise defined herein, capitalized terms utilized herein shall have the meaning provided in the Master Agreement or in the National Automated Clearing House Association Operating Rules and Guidelines, as amended (the "Rules"). Bank agrees to offer Customer the option to purchase a copy of the Rules at Bank's cost upon request.

3. COMPLIANCE WITH RULES.

(a) Customer agrees that all ACH Entries ("Entries") and all ACH Notices ("Notices") initiated are to be governed in all respects by the Rules and agree to be bound by and to comply with the Rules currently in effect.

(b) Customer's failure to comply with the Rules may, in the sole discretion of Bank, be grounds for Bank to terminate or suspend use of the ACH Services. Customer further agrees that Bank has the right to audit Customer's books and records to ensure compliance with the Master Agreement and the Rules.

(c) Consistent with the Rules, Customer will not disclose a Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, when initiating a separate debit Entry. In addition to, and not in place of, Customer's obligations under Sections 8 and 34 of the Master Agreement, Customer will implement and maintain security policies, procedures and compliance management systems related to the initiation, processing and storage of Entries and related confidential information, including, but not limited to, policies, procedures and compliance management systems to protect against anticipated threats or hazards to the security or integrity of Entries and all confidential information related thereto. Customer acknowledges that its obligations under this section apply equally to any agent acting on its behalf, including any Third-Party Service Provider.

4. TRANSMITTAL OF ENTRIES.

(a) Pursuant to the terms of the Master Agreement and the Rules, Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to Entries initiated by Customer using the ACH Services. Customer shall transmit to Bank those ACH Debits ("Debits") and ACH Credits ("Credits") as required in the Rules and the terms of the Master Agreement in accordance with the procedures outlined in the ACH Services. Customer will provide all information specified by Bank from time to time, which information will include, without limitation, the account number of the account to be debited or credited (as the case may be), the amount of each such Credit or Debit, and the Receiving Depository Financial Institution ("RDFI"). Bank will deliver the Entries to the ACH and Credit and Debit any accounts as required by the Entries and the Rules. Written notification of cancellation received by Customer from any Recipient will be accepted as revocation of the Authorization Agreement for preauthorized disbursements. These Service Terms shall only govern those ACH Transfer Requests initiated for the ACH Services.

(b) Customer hereby provides authorization for Bank, as the ODFI, to originate Entries on behalf of the Originator to the Receiver's accounts.

5. WARRANTIES. With respect to Customer-originated Entries, Customer is responsible for all warranties deemed to Bank by the Rules. Without limiting the foregoing, Customer warrants and agrees that:

(a) each Entry is accurate, is timely, has been authorized by the party whose account will be credited or debited and otherwise complies with the Rules;

(b) each debit Entry is for a sum which, on the settlement date will be owing to Customer from the party whose account will be debited, is for a sum specified by such party to be paid to Customer, or is a correction of a previously transmitted erroneous credit Entry;

(c) when utilizing the option of prenotification, Customer has complied with all

prenotification requirements of the Rules which includes sending prenotification three (3) business days prior to the first production Entry and acting on any changes or returns resulting from such prenotification;

(d) Customer will comply with the terms of the federal Electronic Funds Transfer Act, and Regulation E, as applicable, or Article 4A of the Uniform Commercial Code, as applicable and shall otherwise perform its obligations in accordance with Applicable Law;

(e) Customer will retain the original or copy of its authorization record as required by the Rules for a period of not less than two (2) years after termination or revocation of such authorization and will, upon request of Bank, furnish such original or copy to Bank; and

(f) Customer shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties.

6. TYPES OF ENTRIES. Bank will transmit debit and/or credit Entries initiated by Customer to the ACH Network as provided in the Rules and these Service Terms. ACH Standard Entry Class Codes ("SEC Codes") currently originated by Customer authorized for ACH Origination Services include the following:

(a) ***CCD – Corporate Credit or Debit***. Either a credit or debit where funds are either distributed or consolidated between corporate entities.

(b) ***PPD – Prearranged Payment and Deposit Direct Deposit***. The transfer of funds into a consumer's account.

(c) ***Direct Payment.*** Preauthorized payment is a debit application, which includes recurring bills that do not vary in amount and standing authorizations where the amount does vary.

(d) ***CTX – Corporate Trade Exchange***. A format that incorporates multiple addenda records that are structured in variable length fields. The addenda records are the remittance detail for the ACH payment.

(e) ***Other Entries***. Origination using other types of SEC Codes require the prior approval of Bank.

7. PROVISIONAL CREDIT. Customer acknowledges that the Rules make provisional any credit given for an Entry until Bank, crediting the account specified in the Entry, receives final settlement. If Bank does not receive final settlement, it is entitled to a refund from the credited party and the originator of the Entry shall not be deemed to have paid the party.

8. FORM AND FORMAT. Bank shall notify Customer whether Entries shall be in the form of balanced or unbalanced files. If Bank requires that Entries shall be in the form of an unbalanced file, then this means an Entry contains only the originating items for that Entry without any corresponding offset or settlement transaction.

9. CREDIT ENTRIES. Bank reserves the right to require that Customer pay Bank in immediately available funds at the time of transmittal or at any time prior to settlement the amount of each credit Entry submitted by Customer.

10. DEBIT ENTRIES. Bank shall on the applicable Settlement Date credit the account with the amount of each debit Entry transmitted by Bank. In the event any Entry is returned in accordance with the Rules by a Receiving Depository after Bank has provided credit, Customer shall, upon demand, repay Bank the amount of the Return Entry. Bank may require Customer to maintain reserves in order to adequately cover return items.

11. CUT-OFF TIMES. Cut-off times are posted within GBC Business Direct. Any ACH transmission received by Bank after its daily Cut-off time shall be deemed to have been received by Bank at the opening of its next business day.

12. ENTRY SETTLEMENT. Customer shall provide Bank with immediately available funds not later than close of business local time on each Settlement Date sufficient to pay all Entries initiated by Customer which are to be settled on that date. Customer hereby authorizes and instructs Bank to make deposits, withdrawals and transfers to and from Customer's accounts as appropriate or necessary in connection with any of the ACH services provided by Bank under these Service Terms. Notwithstanding anything in these Service Terms to the contrary, Bank reserves the right to require that sufficient collected funds be in Customer's accounts prior to the time any Entry is processed by Bank under these Service Terms.

13. PRE-FUNDING. Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH file. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Customer if prefunding is required and, if requested by Customer, will provide Customer with an explanation of its prefunding criteria. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer prior to initiating any Entries for which pre-funding is required.

14. SETTLEMENT. Customer will maintain an account with Bank at all times during the term of these Service Terms and until the period for Return Entries has elapsed. Customer will maintain in the account immediately available funds sufficient to cover all credit Entries originated and returns of debit Entries originated. Customer

authorizes Bank to debit its account in the amount of each file.

15. SETTLEMENT DISCREPANCIES. The periodic statement issued by Bank for Customer's account will reflect Entries credited and debited thereto. Customer agrees to notify Bank within a reasonable time not to exceed thirty (30) calendar days (except where Applicable Law provides a sixty (60) calendar day review period) after Customer receives a periodic statement of any discrepancy between Customer's records and the information in the periodic statement with respect to Entries credited and debited to Customer's account. Customer and Bank agree to cooperate with the other party in performing loss recovery efforts in the event either party may be liable to the other for damages.

16. CANCELLATION OR AMENDMENT OF ENTRIES. Customer has no right to cancel or amend any Entry/File after receipt of Entry/File by Bank. However, Bank shall use reasonable efforts to act on a request by Customer to cancel an Entry/File before transmitting it to the ACH Network or processing it as an on-us Entry. Bank shall have no liability if it fails to affect the cancellation.

17. REJECTION OF ENTRIES. Bank may reject any Entry/File, including an on-us Entry, and may reject any Entry if Customer is not otherwise in compliance with the terms of these Service Terms. Bank shall notify Customer of such rejection no later than the business day such Entry would otherwise have been transmitted by Bank to the ACH Network or, in the case of an on-us Entry, its effective Entry date. It shall be the responsibility of Customer to remake any Entries or files rejected by Bank or the ACH Operator. Bank shall have no liability to Customer by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank shall retain the right to reject any on-us transaction for any valid reason, such as but not limited to insufficient funds or a revoked authorization.

18. RETURN ENTRIES. Bank shall notify Customer of the receipt of a Return Entry from the ACH no later than one (1) banking day after the banking day of such receipt. Bank shall have no obligation to re-transmit a Return Entry if Bank complied with the terms of these Service Terms with respect to the original Entry. Customer authorizes Bank to charge back returns to Customer's designated account the amount of any Return Entry as soon as information is made available to Bank. Customer will promptly provide immediately available funds to indemnify Bank if any debit Entry is returned after Bank has permitted Customer to withdraw funds in the amount thereof or if any adjustment memorandum that relates to such Entry is received by Bank.

19. REVERSALS. Customer may initiate a reversing Entry or file of Entries for erroneous or duplicate transactions, as permitted by the Rules. In doing so Customer warrants that Entries or files were initiated within five (5) banking days of the original Entry or Entries and within twenty-four hours of discovery of the error. Customer further warrants that the accountholder of a reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. For both reversing Entries and files, Customer indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability, or expense.

20. RESERVES. From time to time, Bank shall evaluate Customer's transaction activity for the purpose of establishing averages for transaction frequency, amount, and returns and adjustments. These evaluations may occur annually or may occur more frequently at Bank's discretion. In connection with these evaluations, Bank reserves the right to require Customer to establish a reserve account with Bank to be funded as calculated by Bank to cover Customer's obligations to Bank arising from ACH activities under these Service Terms. The funds required to be held in the reserves account may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Bank's periodic evaluations. The amount of funds in the reserve account required by Bank, if any, will be communicated directly to Customer from time to time. Customer agrees to establish and fund the reserve account as required by Bank within seven (7) banking days after receipt of a communication from Bank setting forth the amount of funds required and the basis of calculation used to determine such amount. Bank may suspend ACH processing activity for Customer if Customer fails to establish the required amount of funds in reserve account within the time period specified by Bank. Customer's obligation to maintain the reserve account shall survive the termination of these Service Terms and the Master Agreement for a period of 180 calendar days. Bank shall have the right to set-off any post-termination liabilities of Customer arising under these Service Terms against the funds in the reserve account during such 180-day period. At the conclusion of the 180-day period, funds remaining in the reserve account (if any) will be transferred to Customer. Customer's obligation to establish, maintain, and fund amounts in the reserve account are a supplement to, and not a replacement of, Customer's obligations under these Service Terms and the Master Agreement, including Customer's indemnification obligations.

21. NAME AND ACCOUNT NUMBER INCONSISTENCY. Customer acknowledges that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made as provided in the Rules on the basis of the account number even if it identifies a party different from the named receiver.

22. LIABILITY; DISCLAIMERS; INDEMNIFICATION. For the avoidance of doubt, in addition to any further

limitations on Bank's liability that are provided in these Service Terms or exceptions thereto, and except as otherwise expressly required by Applicable Law or the Rules, Bank's liability shall be limited as set forth in the Master Agreement and all disclaimers set forth therein shall apply to the ACH Services provided under these Service Terms. For the avoidance of doubt, in addition to the indemnification obligations contained in these Service Terms, Customer shall indemnify and hold harmless Bank to the extent provided for in the Master Agreement. Further in the event that any monetary penalties are imposed by NACHA for violation of the Rules, such penalties will be recovered from Customer if Bank deems that the violation was caused by Customer's disregard of the Rules.

23. EXPOSURE LIMITS. The total dollar amount of Entries transmitted, frequency of origination and payment application (Debits or Credits) originated by Customer to Bank shall comply with approved dollar amount limits. For purposes of these Service Terms, all such exposure limits shall be set forth on a document acknowledged by Bank and Customer included with the Enrollment Package.

24. ADDITIONAL WARRANTIES FOR SELECTED STANDARD ENTRY CLASSES. NACHA, in its role of ensuring the safety, security, and viability of the ACH Network, has determined that certain single-use or limited-use authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Customer hereby warrants to Bank that with respect to each Entry corresponding to the SEC Codes set forth on a separate acknowledgement included with Enrollment Package, Customer has (a) obtained all authorizations from the Receiver as required by the Rules or Applicable Law, and these Service Terms and (b) indemnifies and holds harmless Bank from any liability arising out of or related in any way to Customer's breach of the warranties for any Entry corresponding to the respective SEC codes as agreed to by Customer and Bank.

25. SECURITY INTEREST. Bank shall have the same rights to secure the prompt payment and performance of Customer's obligations to Bank with respect to these Service Terms as set forth in the Master Agreement. In the event Customer initiates insolvency or bankruptcy proceedings, Bank shall be deemed a secured party for all purposes with respect to the accounts and all amounts held in the accounts, including the reserve account under Section 20 of these Service Terms.

26. INSPECTION. Bank shall have the same rights of audit and inspection with respect to these Service Terms as set forth in the Master Agreement.

27. TERMINATION OF SERVICES. The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any Entries initiated by Customer prior to such termination, or Customer's payment obligations with respect to the ACH Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any Entry shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

REMOTE DEPOSIT CAPTURE SERVICES

1. GENERAL.

(a) Customer desires Bank to provide certain electronic deposit capture services (the "Remote Deposit Capture" or "RDC"). Customer agrees to all terms and conditions applicable to RDC and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein. For the avoidance of doubt, certain instructions related to RDC have been provided by Bank to Customer and are incorporated herein by reference.

(b) RDC provided by Bank to Customer will consist of all or some of the following: (i) a check scanning device ("Scanner"); and/or (ii) access to an internet browser-based software program and all related materials and documentation (collectively, the "Program"). RDC permits Customer to conduct certain payment-related activities with Bank electronically. RDC activities include the ability to produce scanned copies or other electronic images of Customer's paper checks ("Images") and electronically transmit Images to a third-party processor ("Vendor"), whose services are available to Bank. RDC permits Vendor to use electronic information, including Images, captured from submitted checks to process transactions through the Automated Clearing House ("ACH") network (each an "ACH Transaction" or "ACH Transfer") or as image replacement documents ("IRDs") as permitted under the federal Check Clearing for the 21st Century Act ("Check 21 Transactions"). RDC activities also include single or recurring ACH debit transactions authorized by customers of Customer ("Indirect Customers"). RDC are provided by Bank and Vendor for access and use by Customer. RDC also includes any Mobile Deposit Services (as defined on the Mobile Deposit Services Agreement). Customer agrees and acknowledges that Customer's use of Mobile Deposit Services, if any, shall be subject to the additional terms and restrictions as further set forth in the Mobile Deposit Services Agreement, attached hereto and incorporated herein by reference.

2. LAWS, RULES, AND REGULATIONS.

(a) In addition to Customer's compliance obligations under the Master Agreement, Customer will comply with all existing and future operating procedures used by Bank for processing RDC transactions, including all laws, rules, and regulations affecting the use of checks, drafts and ACH Transactions, which are collectively referred to as the "RDC Rules" for purposes of these Service Terms. In the event of conflict between the terms of these Service Terms and the RDC Rules, the RDC Rules will control the interpretation of these Service Terms.

(b) You agree that you will not use RDC to scan and deposit any of the following checks or other items: (i) checks or items which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (ii) checks or items previously converted to a substitute check, as defined in Reg CC; (iii) checks or items drawn on a financial institution located outside the United States; and/or (iv) checks or items not payable in United States currency.

3. ITEMS ELIGIBLE FOR DEPOSIT.

(a) Items eligible for deposit with RDC are any "check" as defined by Regulation CC. For the avoidance of all doubt, Regulation CC defines "check" as: (i) a negotiable demand draft drawn on or payable through or at an office of a bank; (ii) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (iii) a negotiable demand draft drawn on the Treasury of the United States; (iv) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (v) a United States Postal Service money order; or (vi) a traveler's check drawn on or payable through or at a bank. The term "check" includes an original check and a substitute check.

(b) Any item drawn on a bank or other entity outside the United States is not eligible for deposit through RDC. Items that do not bear legible magnetic ink character recognition ("MICR") of the drawee Routing and Transit Number, drawee account number and check serial number may not be eligible for deposit through RDC. An Image created through the Program is considered an Item, as defined by Section 4-104(a)(9) of the UCC.

4. USE OF SCANNER AND PROGRAM BY CUSTOMER. Bank is providing the Program to Customer to allow Customer to create Images of the paper checks received from Indirect Customers and to then transmit these Images electronically for the purpose of having ACH Transactions or Check 21 Transactions initiated. Customer will use the Scanner (if provided) to ensure Image quality and compatibility with the Remote Deposit Capture Services. Customer will be responsible for necessary maintenance and repair of the Scanner. Accounts of Indirect Customers may be debited through ACH Transactions, rather than the check clearing system. As such, the Indirect Customers will not receive their original cancelled paper checks through the check clearing system. Such paper checks will be stamped "ELECTRONICALLY PRESENTED" (or similar language) and endorsed by Customer or the Scanner and will remain with Customer for a period according to the RDC Rules, but no longer than ninety (90) days, before being destroyed by Customer. Customer will store all paper checks in a secure location and securely store all banking information obtained in connection with the Remote Deposit Capture Services.

The image of a check or item transmitted to Bank using the Remote Deposit Capture Services must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that Bank shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item. Bank reserves the right to reject any check or item transmitted through the Remote Deposit Capture Services at its discretion, without liability to you. Bank is not responsible for checks or items it does not receive in accordance with the terms set forth herein or for images that are dropped or damaged during transmission.

5. YOUR OBLIGATIONS TO INDIRECT CUSTOMERS.

(a) Customer acknowledges and agrees that Customer will (1) receive Indirect Customers' paper checks, and (2) create Images from paper checks to process as ACH Transactions or Check 21 Transactions. In connection therewith, Customer will retain and then destroy Indirect Customers' paper checks and agrees to assume the following obligations:

(i) ***Provide Notification to Indirect Customers for ACH Transactions.*** Customer must provide notice to Indirect Customers that paper checks will be converted to Images, and that the transaction will be completed as an ACH Transaction, when applicable. Notice may be included on Customer's invoice to Indirect Customers and must state that, unless the Indirect Customer notifies Customer not to process Indirect Customer's checks using the Remote Deposit Capture Services, those Items will be converted to Images and processed using the Remote Deposit Capture Services.

(ii) ***Retain Paper Checks after Converting to Images.*** Paper checks will be handled and retained as stated above. Bank may verify the proper handling of checks by visiting Customer's office.

(iii) ***Cooperation; No-Disclosure and Confidentiality.*** In addition to Customer's compliance obligations, Customer agrees to cooperate with and assist Bank and its vendors to timely meet their compliance obligations under the RDC Rules. Customer will execute and deliver to Bank all such instruments as Bank may from time to time reasonably deem necessary. Customer will not disclose to any third party or agent of Customer, except as required by Laws, any account information or other personal information of Indirect Customers or others. Customer, in an area limited to select personnel, and prior to discarding, will destroy, in a manner rendering data unreadable, all material containing such account information and personal information after it has been retained for a period specified by the RDC Rules, but in no event longer than ninety (90) days.

6. RIGHT TO USE PROGRAM/LIMITED SUBLICENSE. Bank grants Customer a revocable, non-transferable, non-exclusive sublicense for use of the Program, subject to the terms and conditions set forth in these Service Terms. Customer acknowledges and agrees that the Program is the valuable, confidential, and proprietary property of the Vendor and agrees not to transfer, distribute, copy, reverse compile, modify or alter the Program. Bank retains all right, title and interest in and to the Program, including without limitation, GBC Business Direct applications used to provide Mobile Deposit Services, and Customer is expressly prohibited from copying, reproducing, distributing, or creating derivative works, reverse engineering or reverse compiling Bank's and/or our service provider's GBC Business Direct service or any of Bank's and/or our service provider's services or technology.

7. DELIVERY AND INSTALLATION. Bank will deliver credentials to Customer to use the Program. Bank will provide instruction and consultation to assist Customer in its initial installation of the Scanner and setup of the Program.

8. MAINTENANCE. After delivery and installation of the Scanner and/or Program and until the termination of these Service Terms, Bank will assist Customer in obtaining technical support and other information for the operation and use of the Scanner and Program. Notwithstanding the foregoing, Bank is not responsible for providing any technical support to Customer to ensure the proper operation of Customer's computer systems, including in connection with their use for RDC.

9. ACCOUNT; FEES. Consistent with the terms of the Master Agreement, Customer will maintain with Bank at least one demand deposit or commercial checking account for the purpose of providing available funds and for deposit of received funds in connection with the use of RDC. Customer authorizes Bank to debit its designated account for services provided under these Service Terms in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer. Customer agrees to maintain sufficient available balance in the applicable account(s) to support any transaction initiated under RDC and to cover any fees, charges, and costs Customer is obligated to pay under these Service Terms. If at any time there is not a sufficient available balance in the applicable account to cover all outstanding transactions and other payment obligations of Customer under these Service Terms, Customer agrees to immediately pay Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations.

10. RIGHT OF SETOFF. For the avoidance of doubt, Bank has a right of setoff against any and all fees, returns and refunds owed Bank by Customer under these Service Terms as set forth in the Master Agreement.

11. ACH TRANSFERS. Customer acknowledges that once the paper checks become Images, the transactions may be processed by Bank and entered into the ACH network if appropriate. The transaction described on the Image (which, for the purposes of these Service Terms, shall be referred to as the "Entry" or "Entries") will be completed as an ACH Transaction. These Service Terms shall only govern those ACH Transfer requests initiated through RDC. Any non-RDC initiated request shall be governed by a separate ACH service agreement between Bank and Customer.

12. ENTRIES. Customer shall be responsible for the accuracy and propriety of all Entries submitted to Bank for processing, as well as responsible for obtaining all required approvals for the processing of the Entry from Indirect Customers. Customer shall be liable for each Entry and warrants that it complies with the RDC Rules.

13. DISCREPANCIES. In the event of any conflicts in the instructions received by Bank regarding Customer or any Entries relating to them, Bank may, at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by Customer or by Bank to the funds, Entries, or proceeds thereof.

14. PROCESSING DEADLINE. Bank has specific business day cutoffs for RDC. Files received on a business day by the business day cutoff will be transmitted that day to the Federal Reserve Bank for settlement on the effective entry day. Files received after the business day cutoff on a business day, or on a non-business day, will be processed the next business day.

15. NOTICE OF PROVISIONAL CREDIT. In the case of any credit Entry subject to Article 4A of the UCC, credit given by Receiving Financial Depository Institution ("RFDI") to the Recipient with respect to such an Entry is provisional until the RFDI, or the bank receiving the debit Entry, has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided by the Applicable Laws. If such settlement or payment is not received, the RFDI shall be entitled to a refund from the Recipient of the amount credited, and Customer shall not be deemed to have paid the Recipient the amount of the Entry.

16. REVERSING ENTRIES. If Customer discovers that any Entry it has initiated was in error, Customer will notify Bank immediately.

17. REMAKES OF REJECTED ENTRIES OR FILES. If an Entry or file is rejected due to improper processing or unexcused delays by Bank, Bank will remake such Entry or file and re-send it. If such Entry or file was rejected as a result of improper processing or the supplying of incomplete information by Customer, Customer will supply Bank with complete information for remaking the Entry or file, at Customer's expense, and Bank will send such Entry.

18. REJECT/RETURN ACCEPTANCE. Customer will accept reject/return items from Bank in a format prescribed by Bank. Unless otherwise instructed by Bank, Customer will not re-present reject/return items with the original source document (i.e., a paper check).

19. UNAUTHORIZED ACCESS AND SECURITY PROCEDURES.

(a) Customer shall be solely responsible for protecting against unauthorized access to the Scanner and the Program and any and all losses and damages arising from any unauthorized access to the Scanner and the Program.

(b) Bank will provide Customer with an administrative user name and password for Customer's Administrator(s). For the avoidance of doubt, Customer's Administrator(s) shall have the authority to: (i) determine who is authorized to use RDC; (ii) establish separate passwords for each User of RDC; and (iii) establish limits on each User's authority to access information and conduct RDC transactions. Customer is responsible for the actions of its Administrator(s), the authority such person(s) delegate(s) to Users, and the actions of the Users.

(c) Customer understands that the use of passwords and Bank service instructions is confidential and agrees to assume all risks of accidental disclosure or inadvertent or unauthorized use by any party whatsoever, whether such disclosure or unauthorized use are due to Customer's negligence or are deliberate acts.

(d) Bank may require Customer to change its passwords at any time. Bank may deny access to RDC without prior notice if it is unable to confirm to its satisfaction any person's authority to access RDC or if Bank believes such action is necessary for security reasons.

20. CUSTOMER'S RDC REPRESENTATIONS AND WARRANTIES. With respect to each and every check for which Customer generates an Image in connection with RDC, Customer represents and warrants to Bank that:

(a) Each Indirect Customer shown as the payor on an Image received by Bank from Customer was from an Indirect Customer who was properly notified that the check would be converted to an ACH Entry and did not opt out of the program;

(b) Customer will only transmit eligible checks and items that Customer is entitled to endorse, and all checks and items will include all signatures required for their negotiation;

(c) Customer is bound by and has complied with all procedures and operating guidelines established by Bank, whether contained herein or subsequently created;

(d) Customer assumes responsibility for any paper check that is transmitted which for any reason is not paid;

(e) Customer will not transmit an Image or Images of the same check or item to Bank more than once; will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party; and will not present a paper check for payment after its Image has been presented;

(f) Customer will use RDC only for Customer's own deposits and will not allow the use of RDC by way of a service bureau business, timesharing, or otherwise disclose or allow use of RDC by or for the benefit of any third party;

(g) Each Image presented by Customer is an accurate representation of the front and back of the paper check; and

(h) In the event that Customer enters MICR information manually in connection with submission of checks for RDC, Customer will not knowingly enter erroneous MICR information, including the amount of any check, and shall assume full responsibility and liability for the accuracy of manually entered check information.

21. BANK'S LIABILITY FOR FAILURE TO COMPLETE RDC TRANSACTIONS. Except as otherwise provided herein, Bank will process and complete all transfers (to and from eligible accounts) properly initiated through the Program in accordance with the terms on the Image and the terms of these Service Terms. If Bank or its processors do not complete an ACH Transaction or Check 21 Transaction on time or in the correct amount in accordance with terms on the Image and under the terms of these Service Terms, Bank's liability for Customer's losses and damages will be limited to the same extent as Bank's liability is limited under the Master Agreement. Further, Bank will not be liable to Customer in connection with RDC in the event that:

(a) through no fault of Bank, an Indirect Customer has insufficient funds in his, her, or its account to make the transfer or payment;

(b) the Scanner or the Program is not working properly, and Customer knew or should have known about the malfunction when Customer initiated use of RDC;

(c) an Indirect Customer's depository institution mishandles or delays handling ACH Transactions or Check 21 Transactions initiated by Bank;

(d) there is an error on an Indirect Customer's paper check; or

(e) anything outside the reasonable control of Bank.

In addition, for the avoidance of doubt, Bank is not responsible for any loss or damage resulting from (i) an interruption in Customer's electrical power, telephone, or internet service; (ii) the disconnecting of Customer's telephone line or internet service by Customer's providers or deficiencies in Customer's line or internet service; or (iii) any defect or malfunction of the Scanner, internet service, or telephone line.

Bank will have no obligation to honor any instruction, in whole or in part, that (i) Bank reasonably believes is used for any illegal or improper purpose or activity; (ii) Bank has reason to believe may not be authorized by you; (iii) would violate any Applicable Law or RDC Rules; (iv) is not in accordance with any other requirement stated in these Service Terms or any of Bank's policies, procedures or practices; or (v) for Bank's protection or yours, Bank has reasonable cause not to honor.

In addition to its rights under the Master Agreement, Bank reserves the right to refuse to honor an instruction or suspend or terminate RDC, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (i) Bank has any reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your access information; (ii) Bank believes RDC are not being used for the intended, bona fide and lawful purposes under these Service Terms; (iii) Bank has reason to believe RDC are being used in an anti-competitive manner or contrary to Bank's business interests; (iv) your account is closed, access to your account is restricted for any reason, or if you do not use RDC for a period of time; or (v) following initial enrollment you do not use RDC. Termination will not affect your liability or obligations under these Service Terms or any other agreements you have with Bank for actions that Bank has taken on your behalf.

22. CONTINGENCY PLAN. In the event that the Program is unavailable for any reason, Customer will make deposits in person at a Bank branch location during normal business hours on a business day.

23. TERMINATION OF SERVICES. The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the RDC Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

MOBILE DEPOSIT SERVICES

1. MOBILE DEPOSIT SERVICES, GENERAL.

(a) The following provisions apply to your use of the mobile deposit services within GBC Business Direct ("Mobile Deposit Services"). To use the Mobile Deposit Services, you must have a supported mobile device (e.g., smartphone, tablet, etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download from the internet Bank's mobile application ("Mobile App") to your mobile device. Bank does not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Mobile Deposit Services. When using the Mobile Deposit Services, you may experience technical or other difficulties. Bank does not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Mobile Deposit Services have qualification requirements, and Bank reserves the right to change the qualifications at any time without prior notice. Bank reserves the right to change, suspend or discontinue the Mobile Deposit Services, in whole or in part, or your use of

the Mobile Deposit Services, in whole or in part, immediately and at any time without prior notice to you. Bank reserves the right to limit the number of mobile devices through which you may access the Mobile Deposit Services.

(b) Except as expressly provided herein, your rights, duties, and obligations under these Service Terms, as well as all deposits made though the Mobile Deposit Services, are subject to all limitations and terms set forth in the Master Agreement and the Service Terms, as each may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors. You agree that you will not use the Mobile Deposit Services to scan and deposit any of the following checks or other items: (i) checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line); (ii) checks or items that are remotely created checks, as defined in Reg CC; (iii) checks or items issued by a US federal agency; and/or (iv) money orders, savings bonds or traveler's checks.

(c) Nothing herein will be construed as requiring Bank to accept any check or item for deposit, even if Bank has accepted that type of check or item previously. Nor shall Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements herein.

2. CHECK IMAGE. An image of a check or item shall be deemed received when you receive a confirmation from Bank that we have received the image.

3. FUNDS AVAILABILITY. Bank will make funds available for checks and items received, accepted, and successfully processed through the Mobile Deposit Services according to Bank's standard funds availability policy for your Account. Bank reserves the right to impose limits on the amount(s) and/or number of deposits (over a period of time we establish) that you transmit using the Mobile Deposit Services and to modify such limits from time to time. The manner in which the checks and items are cleared, presented (or re-presented) for payment, and collected shall be in Bank's sole discretion as set forth herein.

4. CUSTOMER'S REPRESENTATIONS AND WARRANTIES FOR MOBILE DEPOSIT SERVICES. You represent and warrant to Bank that:

(a) Before transmission to Bank, you agree that you will restrictively endorse the back of any check transmitted through the Mobile Deposit Services: "For Mobile Deposit at Georgia Banking Company Only" or, where available, by checking the box titled "CHECK HERE IF MOBILE DEPOSIT";

(b) You will transmit to us only eligible checks that are suitable for processing, including, but not limited to, checks that are legible and contain machine-readable MICR data;

(c) You will not deposit or re-present the original check or item with Bank or any other party;

(d) You will prominently mark the check or item as "Electronically Presented" after a check or item has posted to your Account and after transmitting the eligible check to us, you will retain the original paper checks for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, from the transmission date (the "Retention Period"), and you will retain and store the original paper checks in a secure and locked container that is only accessible by persons needing access to such paper checks, and finally during the Retention Period and upon our request, you agree to provide us with the original paper checks; once the Retention Period has expired, you will securely and irretrievably destroy original paper checks from which you have previously created and submitted to us through use of the Mobile Deposit Services;

(e) You will not make or store a back-up copy of any check; and

(f) By your utilization of the Mobile Deposit Services you acknowledge that the third party service provider of the Mobile App may have access to the nonpublic personal information transmitted by you through the Mobile App. You understand that your use of the Mobile App and Mobile Deposit Services may be subject to your agreement to, and compliance with, certain third party terms (e.g., Apple and/or Google) and that Bank is not responsible for nor shall it be liable to you with respect to any such third party terms.

5. FEATURE CHANGES. Bank reserves the right to terminate, modify, add and remove features from the Mobile Deposit Services at any time in Bank's sole discretion. You may reject changes by discontinuing use of the Mobile Deposit Services. Notwithstanding any other provision in the Master Agreement or the Service Terms, your continued use of the Mobile Deposit Services will constitute your acceptance of and agreement to such changes. Maintenance to the Mobile Deposit Services may be performed from time-to-time resulting in interrupted service, delays or errors in the Mobile Deposit Services, and Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance may be made, but Bank cannot guarantee that such notice will be provided.

6. RIGHTS. You agree that Bank retains all ownership and proprietary rights in the Mobile Deposit Services, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or

otherwise reverse engineer any part of the Mobile Deposit Services, including the Mobile App. You may use the Mobile Deposit Services only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit Services. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Mobile App or any other part of the Mobile Deposit Services, in any manner contrary to the terms of these Service Terms, Bank shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

7. TERMINATION OF SERVICES. The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the Mobile Deposit Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

COMMERCIAL FUNDS TRANSFER SERVICE

1. FUNDS TRANSFER SERVICES IN GENERAL.

(a) Customer desires Bank to provide certain commercial funds transfer services (the "Funds Transfer Services"). Customer agrees to all terms and conditions applicable to the Funds Transfer Services and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein.

(b) In addition to the covenants set forth in the Master Agreement, Customer acknowledges and agrees that all Funds Transfer Services are subject to Applicable Law regarding funds transfers and payment orders, including, but not limited to, (i) Article 4A of the UCC, (ii) the rules, guidelines, standards, and procedures issued by the Federal Reserve related to its FedNow Service for instant payments, including but not limited to Operating Circular No. 8 and Subpart C of Regulation J (12 CFR § 210.40 et seq.) and the rights, obligations, and limitations on liability contained therein, (iii) the recordkeeping and information transmittal requirements of federal BSA/AML laws, rules and regulations, and (iv) the applicable sections of the federal USA PATRIOT Act and implementing regulations related to KYC/CIP, and Customer acknowledges and agrees that Bank may capture and transmit information regarding Customer (e.g., Customer's name, address and account number) and any beneficiary (e.g., beneficiary's name, address, account number, and other identifiers), as well as the purpose of the transfer, as part of the processing of Funds Transfer Services. Customer agrees to assist Bank in connection with all requirements imposed on Bank in fulfilling Bank's obligations pursuant to Applicable Law.

(c) Each transfer of funds or cancellation of a transfer of funds may be processed by use of the funds transfer system of the Federal Reserve banks ("Fedwire" or "FedNow", as applicable). In addition to the covenants set forth in the Master Agreement, Customer acknowledges and agrees that the rights and obligations of Bank and Customer with respect to any transfer of funds, any part of which is carried out using Fedwire or FedNow, will be governed by Applicable Law, the regulations of the Federal Reserve, and the operating circulars of the Federal Reserve banks. Each transfer of funds, or cancellation of a transfer of funds, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not Bank is a member of the system. Customer acknowledges that Bank's right to reverse, adjust, stop payment, or delay posting of an executed transfer of funds is subject to Applicable Law, rules, and regulations described in this paragraph.

2. FUNDS TRANSFER AUTHORIZATION.

(a) Customer hereby authorizes Bank to honor, execute and charge to any designated deposit account maintained by Customer at Bank (whether one or more) without restrictions or limitations as to amount (unless an amount limit or other restrictions are set forth in the Funds Transfer Authorization and Security Procedures, and to the extent Customer desires to initiate Funds Transfer Requests via the internet, contained in the Enrollment Package and provided by Customer to Bank from time to time) any and all telephonic or other verbal Funds Transfer Requests, written or email Funds Transfer Requests, or electronic Funds Transfer Requests via GBC Business Direct, whether inter-bank or intra-bank, when such requests (i) are received from a person identified as an authorized Administrator or User (for the avoidance of doubt, as defined in the Master Agreement, a person may be identified through, among other things, use of Security Procedures) and (ii) are made in compliance with Bank's transfer procedures under the Master Agreement and related disclosures. Persons identified by Customer as authorized Administrators and Users are considered to be Customer's "Authorized Persons" for purposes of the Funds Transfer Services. For the avoidance of doubt, "Funds Transfer Requests" include, without limitation, payment orders and other funds transfer instructions.

(b) Unless otherwise set forth on the Funds Transfer Authorization and Security Procedures exhibits, Bank is authorized to transfer funds from Customer's account at Bank: (i) to any other specified deposit account

maintained by Customer, whether such account is with Bank or another financial institution; (ii) to any deposit account of a third party, whether such deposit account is with Bank or another financial institution (which would include, without limitation, transfers to an affiliated company with a similar but not identical name, as well as funds payable upon proper identification of any company, individual or representative of any company); (iii) for the purchase and/or sale of federal funds; (iv) for the payment of principal and/or interest on promissory notes payable to Bank, (v) for the payment of principal and/or interest on participations in promissory notes, which Bank has purchased.

3. REPETITIVE TRANSFERS. Customer, from time to time, may deem it necessary to establish funds transfers of a reoccurring nature where the debit and credit parties remain the same and only the date, dollar amount, and/or descriptive fields are variable ("Repetitive Transfers"). Bank is authorized to accept and process Repetitive Transfers based upon predetermined criteria (a) contained in verbal, written, or electronic instructions to Bank by a person identified as an Authorized Person, or (b) established by Customer's Users of GBC Business Direct. Each such Repetitive Transfer shall be identified by a unique alpha and/or numeric code ("Repetitive Identification Number") and shall be required by Bank when requests for Repetitive Transfers are communicated to Bank. It is Customer's sole responsibility to ensure that Repetitive Identification Numbers are known only to appropriate Authorized Persons.

4. FEES AND SUFFICIENT FUNDS.

(a) Customer authorizes Bank to debit its designated account for services provided under these Service Terms in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. If Bank so requires, Customer will pay such fees, charges, and costs before Bank will execute a request for Funds Transfer Services.

(b) Customer agrees that each account to be debited will contain sufficient funds to allow for payment of each transfer of funds requested hereunder at the time that such transfer is to be made. Bank shall have no obligation to make any funds transfer unless the affected account contains sufficient funds to cover such transfer. If Bank does execute a transfer of funds that creates an overdraft, Customer shall immediately pay on demand the amount of the overdraft.

5. RECORDATION OF CERTAIN TRANSFER ORDERS. Bank, at its sole discretion, has the right, but not the obligation, to record all telephonic instructions received by Bank from Customer and its Authorized Persons, and may retain such recordings for a length of time deemed appropriate by Bank.

6. OBLIGATION TO MAKE TRANSFERS.

(a) Bank agrees to make funds transfers and otherwise act upon requests made in compliance with these Service Terms and the other terms and conditions of the Master Agreement as promptly as practical having due regard for Bank's volume of other Funds Transfer Requests and shall incur no liability to Customer for delays in completing funds transfers after such requests have been received by Bank. Bank shall have no liability to Customer for failing to make a funds transfer or failing to take any other action on or before any deadline contained in a request or refusal to act on instructions, in the event of any disagreement or conflicting demands. Funds Transfer Requests received after a business day cutoff, as established from time to time by Bank, may be honored the following business day. Bank shall have no obligation to attempt to revoke or rescind any transfer initiated in accordance with the terms of these Service Terms. Funds Transfer Requests are accepted when they are executed.

(b) Notwithstanding the foregoing, Bank may reject a Funds Transfer Request for any reason or for no reason, including, without limitation, insufficient funds in Customer's account specified in request, inability to verify the authenticity of the request in accordance with applicable Security Procedures, or otherwise. Bank may also reject any Funds Transfer Request which it has reason to believe will be in violation of Applicable Law or any judgment, order, decree or directive of any court or Governmental Authority. In such event, Bank will have no further obligation to transmit the rejected Funds Transfer Request, if it complied with these Service Terms with respect to the original request. Bank will notify Customer by phone or mail if Bank rejects a Funds Transfer Request.

(c) If an Authorized Person (as defined herein) makes a request to revoke, cancel or amend a Funds Transfer Request, the request to revoke, cancel or amend must be received by Bank by the close of business of the business day prior to the day on which the Funds Transfer Request is to be executed. If any Authorized Person seeks to revoke, cancel or amend any previously executed Funds Transfer Request, Customer agrees to indemnify and hold harmless Bank for any resulting loss and Bank shall not be obligated to refund any monies unless and until acceptable evidence has been received by Bank that the transfer has been satisfactorily terminated or amended as to all parties, including the replacement of all funds, if deemed necessary by Bank, which were transferred by Bank to effect the funds transfer. Any refund shall be less all charges and expenses incurred by Bank and Bank's correspondents in connection with the funds transfer, regardless of whether such revocation, cancellation, or amendment was successful. In determining an exchange conversion rate for a refund or other purposes, the current exchange rate will be used.

7. TIME LIMIT. Without changing the nature of the provisions of the Master Agreement, and except to the extent the following limitation is prohibited by Article 4A of the UCC, Customer may not bring any claim against Bank, its officers, directors, agents, employees, and all persons in privity with it arising directly or indirectly out of these Service Terms or the performance of the transfers contemplated hereunder more than one (1) year after the cause of action occurred.

8. FOREIGN TRANSFERS. Consistent with the terms of the Master Agreement, Customer acknowledges and agrees that that it is Customer's responsibility to (a) ensure funds transfers fully comply with all rules and regulations of FinCEN and all OFAC-enforced laws and regulations, and (b) obtain information regarding FinCEN rules and regulations and OFAC-enforced sanctions. Also from time to time, Bank may experience various difficulties in transferring funds to certain countries. Those difficulties include, but are not limited to, (u) excessive delay in applying funds, (w) incorrect application of funds, (x) disappearance of funds, (y) excessively slow response to inquiries, or (z) government restriction on the transfer of such funds. Customer hereby acknowledges and assumes any expense in connection with such transfers that may be incurred by Bank in addition to normal and customary charges. Customer is obligated to comply with Applicable Law relating to the transfer of funds to foreign countries, individuals, or agencies. Noncompliance may result in the delay of funds transfers, confiscation of the entire principal amount of the transfer and/or fines, if an attempt is made to transfer funds to a sanctioned country, individual, or agency.

9. FOREIGN CURRENCY. If a transfer is to be converted from U.S. dollars to a foreign currency, then such conversion shall be at the correspondent bank's conversion rate at the time Bank initiates the transfer. The correspondent bank may be any financial institution Bank chooses to assist with the funds transfer.

10. ACCOUNT RECONCILIATION. All Funds Transfer Services will be reflected on Customer's periodic statement. Consistent with its obligations under the Master Agreement, Customer will monitor its account balances and charges, promptly notify Bank if any terminal printout, mailed report or periodic statement (each a "Report") conflicts with Customer's records, and refrain from acting on information it has reason to believe is erroneous. In addition to any other limitations on Bank's liability, if Customer fails to notify Bank of any such discrepancy within the deadlines set forth in the Master Agreement, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest with respect to a funds transfer that is or should have been shown.

11. DATA RETENTION. With respect to Funds Transfer Services involving funds amounting to $10,000 or more, including any transaction or series of transactions that individually or in the aggregate appear to Bank to be structured to fall below such limit, Bank will retain data and documentation for a period of five (5) years in such format and method as to be accessible within a reasonable period of time. Customer agrees to maintain records of all Funds Transfer Services, regardless of amount, for no less than two (2) years following the service date and agrees to provide such records to Bank upon its request.

12. TERMINATION OF SERVICES. The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the RDC Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

ACH POSITIVE PAY SERVICES

1. GENERAL. Customer desires Bank to provide certain positive pay services in connection with automated clearing house transactions (the "ACH Positive Pay Services"). Subject to the terms and conditions of the Master Agreement and the Security Procedures referenced therein, Bank shall provide the ACH Positive Pay Services to Customer, which allows Customer to guard against unauthorized Automated Clearing House ("ACH") activity in Customer's deposit accounts at Bank.

2. DEFINITIONS. The following defined terms apply to the ACH Positive Pay Services:

(a) "**ACH Transaction(s)**" shall refer to certain electronic funds transfers that settle within a financial institution or between financial institutions according to the Rules.

(b) "**Debit Entry**" shall refer to any ACH Transaction which has the intended result of removing funds from Customer's demand deposit account(s).

(c) **"Exception Item"** shall mean a presented Entry that does not satisfy the criteria outlined in the Instructions.

(d) **"Exception Item Listing"** shall mean a list describing Exception Items that is made available by Bank to Customer at Customer's election in order for Customer to provide to Bank Customer's Pay Request or Return Request for each Exception Item contained therein.

(e) "Pay Request" shall mean the instruction of Customer to Bank ordering Bank not to return an Exception Item (i.e., to process the Exception Item).

(f) "Return Request" shall mean the instruction of Customer to Bank ordering Bank to return an Exception Item.

Unless otherwise defined herein, any capitalized term shall have the meaning given to it by the Master Agreement or the Rules.

3. ACH POSITIVE PAY SERVICES.

(a) Customer agrees to all terms and conditions applicable to the ACH Services, including the terms and conditions of these ACH Positive Pay Services, the other terms and conditions of the Master Agreement and the Security Procedures referenced therein. As a condition to providing the ACH Positive Pay Services, Customer will provide Bank with instructions in a form acceptable to Bank regarding ACH Transaction activity that should be allowed, be blocked, or create an Exception Item (the "Instructions"). Customer agrees to use the form of Instruction acceptable to Bank, which is set forth in the Enrollment Package.

(b) Bank will process Debit Entries according to the Instructions. Bank is not obligated to follow the Instructions (i) if any Instruction violates Applicable Law or the Rules and (ii) unless all of Bank's specified requirements and conditions for processing Debit Entries have been met. Customer acknowledges that Bank is not responsible for detecting any error contained in any Pay Request or Return Request sent by Customer to Bank.

(c) Any Debit Entry that is presented against your Account that does not meet the requirements set forth in the Instructions will either (i) be returned by us as unauthorized according to the Rules or (ii) create an Exception Item, depending on the Instructions. We will suspend any Entry that is an Exception Item. Each business day, we will make available an Exception Item Listing. With respect to each Exception Item included in an Exception Item Listing, you must provide a Pay Request or Return Request to us prior to the business day Cutoff on the business day that the Exception Item Listing is made available to you. If we do not receive a timely Pay Request from you with respect to an Exception Item, you authorize us to return the Exception Item. You acknowledge and understand that it is your sole responsibility to present to us the necessary, timely Pay Request(s) for all Exception Items or they will be returned. You further acknowledge and understand that Bank shall not be obligated to comply with any Pay Request or Return Request received in a format or medium, after a deadline, or at a place not permitted by Bank, but may instead treat such a Pay Request or Return Request as though it had not been received.

4. LIMIT OF LIABILITY.

(a) ***Dispute over ACH Transactions***. Customer acknowledges that, in the event of a dispute regarding ACH Transactions, Bank must act according to Applicable Law and the Rules. Customer agrees to indemnify and hold Bank (and its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees) harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to the use of the ACH Positive Pay Services by Customer.

(b) ***Identification of ACH Transactions***. Customer and Bank acknowledge that ACH Transactions are originated according to certain processing Rules which require the use of an Originator Name and Originator Identification Number embedded in the transaction to identify its source, and this embedded data is a critical component of Bank's ability to monitor and identify ACH Transactions based on the Instructions. Bank shall act in good faith to process the Instructions. However, if the identifying information in the ACH Transaction is inconsistent or is described inconsistently by Customer in the Instructions, Bank shall be held harmless for posting such ACH Transactions to Customer's account, and any dispute related to such an ACH Transaction shall be between Customer and the Originator of the transaction.

(c) ***Right to Suspend Services***. Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the ACH Positive Pay Services, in whole or in part, in Bank's sole and absolute discretion and with or without notice to Customer, if Customer fails to properly perform its duties, obligations, and responsibilities in connection therewith, or commits any act or omission which impairs Bank's ability to provide or prevents Bank from providing the ACH Positive Pay Services.

(d) ***Examination of Account Statements***. Consistent with its obligations under the Master Agreement, nothing herein shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual ACH Transactions to detect exceptions outside the scope of the ACH Positive Pay Services. Bank shall not be liable for any loss arising from Customer's failure to exercise its responsibilities regarding due diligence.

(e) ***Hold Harmless***. Customer shall hold Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Transaction if such ACH Transaction resulted from the correct application of the Instructions.

5. SECURITY PROCEDURES.

(a) Unless otherwise provided in writing, the Security Procedures outlined in the Master Agreement shall apply to the ACH Positive Pay Services. Notwithstanding the foregoing, Bank, in its sole and absolute discretion, may elect to specify certain supplemental Security Procedures that relate to the ACH Positive Pay Services. When such procedures are specified, Customer agrees that the purpose of the Security Procedures is to verify the authenticity of the Instructions submitted by Customer. Customer's continued use of the ACH Positive Pay Services following receipt of any supplemental Security Procedure specifications from Bank constitutes Customer's acceptance of such supplemental Security Procedures, including Customer's acknowledgement that such supplemental Security Procedures are commercially reasonable and Customer's agreement that all Instructions communicated by Customer hereunder will comply with such supplemental Security Procedures.

(b) Customer agrees to establish and maintain internal procedures to adequately safeguard against unauthorized Instructions, and to limit access to the ACH Positive Pay Services to only those Administrators and Users whom Customer has authorized to act on its behalf with respect thereto. Any Instruction (including a request for cancellation, amendment, or reversal of an Instruction) or other communication delivered to Bank that purports to have been submitted or authorized by Customer in accordance herewith shall be effective and binding upon Customer, even if the Instruction was not in fact authorized by Customer, provided Bank has acted in good faith.

(c) If Customer believes the Security Procedures have been compromised or that confidential information regarding the use of the ACH Positive Pay Services has become known to any individual who might initiate unauthorized Instructions, Customer agrees to promptly notify Bank to initiate such corrective action as might be necessary to prevent unauthorized access to the ACH Positive Pay Services.

6. PROHIBITED TRANSACTIONS. Customer agrees not to use or attempt to use the ACH Positive Pay Services: (a) to engage in any illegal purpose or activity or to violate Applicable Law or the Rules; (b) to breach any contract or agreement by which Customer is bound; (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction; or (d) to engage in any transaction or activity that is not specifically authorized and permitted hereby. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the ACH Positive Pay Services for ACH Transactions and activity that is impermissible or prohibited hereunder; *provided*, *however*, that Bank reserves the right to decline to execute any ACH Transaction or activity that Bank believes may violate these terms.

7. TERMINATION OF ACH POSITIVE PAY SERVICES. The termination provisions of the Master Agreement shall apply to the ACH Positive Pay Services. Any termination thereof shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the ACH Positive Pay Services performed by Bank prior to termination, or any other obligations that survive termination of the ACH Positive Pay Services. Customer's obligation with respect to any transaction shall survive termination of these ACH Positive Pay Services until any applicable statute of limitation has elapsed.

POSITIVE PAY SERVICES

1. GENERAL; DEFINITIONS. Subject to the terms and conditions of the Master Agreement and the Security Procedures referenced therein, Customer desires Bank to provide certain account reconciliation and positive pay services (the "Positive Pay Services"), for which the following definitions will apply:

(a) ***Positive Pay*****:** A check fraud prevention product that validates checks presented to Bank and automatically matches the items against the check records entered by Customer into GBC Business Direct.

(b) ***Issue File:*** A file or group of issued check items extracted from Customer's electronic files and uploaded into GBC Business Direct for positive pay comparison.

(c) ***Issue*****:** A paper check that Customer has issued to a payee; does not include ACH debit or credit items.

(d) ***Exception Item*****:** When an issue clears the banking system that does not match certain variables (i.e., check amount, check number, issue date) of that same issue in the register on GBC Business Direct platform (an "Exception Item"), it is flagged as an Exception Item and presented to Customer for payment decision.

2. POSITIVE PAY ACCOUNT RECONCILIATION PROCESSING.

(a) The Positive Pay Services are an optional feature for Interface customers to prevent fraudulent check items from being paid against the business account. The Positive Pay Services provide fraud protection by validating the items presented for payment against Customer's Issue File. The Issue File is loaded by Customer into GBC Business Direct. Positive Pay will compare by check number, issue date and dollar amount.

Successfully matched comparisons will result in the payment of the item. When a successful match cannot be made, the item will be flagged as an Exception Item and presented back to Customer for payment decision. Exception Items will be available to Customer for review and payment decision by the open of each business day.

(b) Account reconciliation works in conjunction with Positive Pay. Reconciliation reports are generated by the submission of the Issue File into GBC Business Direct. Account reconciliation reports are made available to Customer on an agreed upon schedule of information remittance.

3. NOTIFICATIONS. In the event an Exception Item is identified, Customer will be notified via the method of their choosing within the "ALERTS" service of GBC Business Direct. ALERTS must be set up by each Positive Pay user for notification.

4. CUTOFF TIME FOR POSITIVE PAY EXCEPTION ITEM DECISIONS. The cutoff time to decide whether to pay or return an Exception Item is 1:00 PM EST. After this time, a default decision of RETURN will be made. The default decision can be amended in the form of a signed authorization from the business customer.

5. ISSUE FILES. Issue Files must be uploaded into GBC Business Direct platform by 5:00 pm EST, Monday-Friday for same day processing.

6. SECURITY PROCEDURES.

(a) ***General***. Bank and Customer agree that the Security Procedures set forth in the Agreement and these Service Terms are commercially reasonable. Customer agrees the Security Procedures provide an appropriate level of security for the positive pay orders and Customer Issue Files. Customer expressly represents it has not withheld any information or circumstances from Bank which would indicate supplemental or heightened Security Procedures are required for these Service Terms.

(b) Change to Security Procedure. At its discretion, Bank may periodically add to or delete any procedures (security or otherwise) established under these Service Terms and the related Master Agreement, consistent with the notice provisions in the Master Agreement (as appliable).

7. TERMINATION OF SERVICES. The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the Positive Pay Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

LOAN SWEEP SERVICES

1. LOAN SWEEP SERVICES.

(a) Customer desires Bank to provide certain loan sweep services ("Loan Sweep Services"). Bank hereby offers and, to the extent elected by Customer, Customer agrees to all terms and conditions applicable to the Loan Sweep Services, including the general terms and conditions of the Master Agreement and the Security Procedures referenced therein.

(b) Customer has established a deposit account ("Deposit Account") with Bank, identified in the Enrollment Package, from which funds in excess of a specified minimum balance (as defined herein, the "Base Balance") shall be swept from the Deposit Account at the close of each business day and credited by Bank on behalf of Customer to its established line of credit account (the "Loan Account"), identified in the Enrollment Package, subject to the agreement by Customer to sweep from the Loan Account to the Deposit Account should the Deposit Account fall below the Base Balance at the end of each business day.

(c) For purposes of these Service Terms, "Base Balance" means the means collected funds Customer's Deposit Account in the amount listed in the Enrollment Package.

2. DAILY MAINTENANCE. At the close each business day, Bank shall calculate the Base Balance and shall thereafter take the following actions:

(a) Any excess over the Base Balance in the Deposit Account shall be removed by Bank from the Deposit Account and shall be credited on behalf of Customer to the Loan Account.

(b) If the balance in Customer's Deposit Account is less than the Base Balance, Bank shall retain funds from the Loan Account in an amount sufficient, if available, to increase the balance in Customer's Deposit Account to the Base Balance.

3. LOAN PAYMENTS. Funds swept from the Deposit Account to the Loan Account pursuant to these Service Terms will not satisfy any loan payment due (principal, interest or late fees). Payments due on the Loan Account should be made by Customer in accordance with the loan agreement.

4. NON-TRANSFERABILITY. The participation by Customer in these Service Terms is not transferable or

negotiable. Nothing herein shall limit or restrict the right of Customer to withdraw funds or write checks or otherwise engage in transactions in the Deposit Account as authorized by law and permitted in the Master Agreement or Account Agreement.

5. GARNISHMENT. Should Bank receive a garnishment against Customer in excess of the collected funds in the Deposit Account, plus other Customer Accounts with Bank, these Service Terms shall be suspended immediately until such time as the garnishment has been satisfied.

6. FDIC INSURANCE. Loan Sweeps will be discontinued in the event of bank failure. Funds remaining in the Deposit Account will be insured according to the rules of the FDIC.

7. CHANGE IN TERMS AND CONDITIONS; INTERNAL PROCEDURES. Notwithstanding the terms of the Master Agreement or Account Agreement, Bank retains the right to amend or revise the terms and conditions of these Service Terms with Customer upon seven (7) days prior notice. Bank also retains the right to adopt and revise internal practices and procedures relating to its operations which internal practices and procedures may impact from time to time the manner or timing of certain transactions involved in these Service Terms.

8. TERMINATION OF SERVICES. The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the Loan Sweep Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

ZERO BALANCE ACCOUNT SERVICES

1. ZBA SERVICES, GENERAL. Customer desires Bank to provide zero balance account ("ZBA") services for selected Customer deposit accounts (the "ZBA Services"). Bank hereby offers and, to the extent elected by Customer, Customer agrees to all terms and conditions applicable to the ZBA Services, including the general terms and conditions of the Master Agreement and the Security Procedures referenced therein.

2. MASTER ACCOUNT. Customer has established a deposit account with Bank (the "Master Account"), identified in the Enrollment Package.

3. ZBA/IMPRESSED BALANCE ACCOUNT. In addition to the Master Account, Customer has established one or more deposit accounts with Bank (individually, a "ZBA/Impressed Balance Account"), identified in the Enrollment Package. With respect to each ZBA/Impressed Balance Account, Customer has also established a specified minimum balance (a "Target Balance"), in each case as indicated in the Enrollment Package. The Target Balance in ZBA/Impressed Balance Account refers to collected funds in the account.

4. DAILY MAINTENANCE. At the close each business day, Bank shall calculate the Target Balance and thereafter take the following actions:

(a) Any excess over the Target Balance in the ZBA/Impressed Balance Account will be removed by Bank from the ZBA/Impressed Balance Account and credited on behalf of Customer to the Master Account.

(b) If the balance in Customer's ZBA/Impressed Balance Account is less than the Target Balance, Bank will transfer funds from the Master Account in an amount sufficient, if available, to increase the balance in ZBA/Impressed Balance Account to the Target Balance.

5. FEES. Customer authorizes Bank to debit its designated account for services provided under these Service Terms in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer.

6. TERMINATION OF SERVICES. The termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the ZBA Services performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

ONLINE BILL PAYMENT SERVICE

1. ONLINE BILL PAYMENT SERVICE. Customer may make payments to others from one or more of its designated checking accounts with Bank via the Online Bill Payment Service ("Bill Payment Services"). If you link more than one checking account to the Bill Payment Service you must specify which account you wish to use when making payments. Customer agrees to all terms and conditions

applicable to the Bill Payment Services and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein.

2. ELIGIBLE PAYEES. We reserve the right to determine who may be an eligible payee of online payments. You may not use the Bill Payment Services to pay taxes. Unless we advise you otherwise, payments may be made only to payees located in the United States.

3. INITIATING PAYMENTS. To initiate a payment, you must specify the person or business you are paying, the date for processing your payment, the amount to be paid, and (if you have one) your account number with payee. The first time you request a payment to be made to a payee, you must also specify the payee's address and the number of the account from which the payment is to be made. We may modify the payee's address to accommodate special processing requirements. We will send your payment to the payee either by transferring the funds electronically or by mailing a check to the payee.

4. AUTOMATIC RECURING PAYMENTS. You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, we will make the payments without further request by you. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the next business day following such weekend or holiday.

5. CHARGING YOUR ACCOUNT. When you transmit a payment request, you authorize us to charge your designated account on the date we process the payment (e.g., the day we initiate payment by an ACH entry or pay a check). We may treat online checks with the same effect as if you had signed them.

6. SCHEDULING BILL PAYMENTS. Our online system will ask you to specify a "Process Date" for each payment. Since we cannot initiate a payment by check or ACH transfer earlier than the business day following our receipt of your instruction, you may select any business day other than the current date as the Process Date. You should enter and transmit your payment instructions to us 5-to-10 business days before your payment is due (without regard to any grace period). The first time you initiate a bill payment for a specific payee, you must provide us with the necessary payment information and instructions at least 10 business days in advance of the date you want us to initiate payment. Although we may be able to pay certain payees electronically within three business days of the process date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is your responsibility to request that payments be made in such a manner that they will be received by the payee in a timely fashion. You are solely responsible for any damages, such as late charges, that may be imposed as a result of your failure to identify the correct Process Date and transmit your payment instructions to us or the payee in a timely manner. To ensure that critical or time-sensitive payments are received by any required due date, you should consider establishing Process Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

You acknowledge that Bank is relying on electronic systems and the U.S. Postal Service in processing and executing online billing requests for the Bill Payment Services. You agree and acknowledge that sometimes electronic systems fail and that the U.S. Postal Service does not deliver items in a timely manner. You hereby agree that Bank shall not be responsible for any late fees, or interest charges that you incur as a result of any payment you initiated through the Bill Payment Services arriving later than the date it was due, except in situations where the payment arrived late solely because of the gross negligence of Bank.

7. CANCELLING BILL PAYMENTS. If you make a mistake or decide to cancel a payment order you have entered in our system, you can cancel it on the same day by sending us a cancellation request prior to our then-current cutoff hour for such requests.

WIRE TRANSFER SERVICES

1. WIRE SERVICES, GENERALLY. Customer may transfer funds by wire to others from one or more of its designated accounts with Bank to any other account(s) specified by Customer, whether such accounts are at Bank or another bank or financial institution via Bank's Wire Transfer Services ("Wire Services"). Customer agrees to all terms and conditions applicable to the Wire Services (the "Wire Services Terms") and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein.

The party to whom Customer transfers funds is the "Beneficiary." The financial institution at which the Beneficiary maintains the account to which the funds are being transferred or the bank disbursing the funds to the beneficiary is the "Receiving Institution." The entire series of transactions, commencing with the request for Wire Services by Customer, up until and including the payment to the Beneficiary at the Receiving Institution, is a "Wire Transfer." Customer's instruction to Bank to send a Wire Transfer is a "Wire Transfer Request." Customer may initiate a Wire Transfer in person at a Bank branch or electronically via GBC Business Direct. Bank may assign a code number to individual or recurring Wire Transfer Requests. If a code number is assigned, Customer agrees to use the number in conveying Wire Transfer Request instructions and questions related thereto to Bank.

2. COMPLIANCE. In addition to the covenants set forth in the Master Agreement, Customer acknowledges and agrees that all Wire Services are subject to Applicable Law regarding funds transfers and payment orders, including, but not limited to, (i) Article 4A of the UCC, (ii) the recordkeeping and information transmittal requirements of federal BSA/AML laws, rules and regulations, and (iii) the applicable sections of the federal USA PATRIOT Act and implementing regulations related to KYC/CIP, and Customer acknowledges and agrees that Bank may capture and transmit information regarding Customer (e.g., Customer's name, address and account number) and any beneficiary (e.g., beneficiary's name, address, account number, and other identifiers), as well as the purpose of the Wire Transfer, as part of the processing of Wire Services. Customer agrees to assist Bank in connection with all requirements imposed on Bank in fulfilling Bank's obligations pursuant to Applicable Law.

3. RECURRING TRANSFERS. Customer, from time to time, may deem it necessary to establish Wire Transfers of a recurring nature where the debit and credit parties remain the same and only the date, dollar amount, and/or descriptive fields are variable ("Recurring Transfers"). Bank is authorized to accept and process Recurring Transfers based upon predetermined criteria (a) contained in verbal, written, or electronic instructions to Bank by a person identified as an Authorized Person, or (b) established by Customer's Users of GBC Business Direct. Each such Recurring Transfer shall be identified by a unique alpha and/or numeric code ("Recurring Identification Number") and shall be required by Bank when requests for Recurring Transfers are communicated to Bank. It is Customer's sole responsibility to ensure that Recurring Identification Numbers are known only to appropriate Authorized Persons.

4. FEES. Customer is responsible for all fees and costs associated with the Wire Services, as set forth Bank's Service fee schedule, and the amount of any Wire Transfer Request initiated by Customer or its Authorized Agents. If Bank so requires, Customer will pay such fees, charges, and costs before Bank will execute a Wire Transfer Request.

Customer agrees that each account to be debited will contain sufficient funds to allow for payment of each Wire Transfer at the time that such Wire Transfer Request is made. Bank shall have no obligation to make any Wire Transfer unless the affected account contains sufficient funds to cover such transfer. If Bank does execute a Wire Transfer Request that creates an overdraft, Customer shall immediately pay on demand the amount of the overdraft.

5. RECONCILIATION. All Wire Transfers will be reflected on Customer's periodic statement. Consistent with its obligations under the Master Agreement, Customer will monitor its account balances and charges, promptly notify Bank if any terminal printout, mailed report or periodic statement (each a "Report") conflicts with Customer's records, and refrain from acting on information it has reason to believe is erroneous. In addition to any other limitations on Bank's liability, if Customer fails to notify Bank of any such discrepancy within the deadlines set forth in the Master Agreement, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest with respect to a funds transfer that is or should have been shown.

6. PROCESSING. All Wire Services will conform to the procedures that Bank may from time to time prescribe, including those set forth in the User Guide and Security Procedures. Bank's liability, duties, responsibilities, and rights are as described in the Master Agreement and set forth in these Wire Services Terms.

7. Customer is responsible for verifying the completeness and accuracy of the information recorded on the Wire Transfer Request. Bank is not responsible for errors in Wire Transfers due to Customer providing incomplete, inaccurate or fraudulent information. Customer acknowledges and agrees that delays may arise in delivery to a Beneficiary or its Receiving Institution through no control of Bank and that submission of a Wire Transfer Request to Bank does not constitute a guarantee of funds delivery.

8. As set forth in the Master Agreement, Customer is responsible for maintaining and implementing Internal Security Controls and ensuring that all computers, equipment, and communication systems used to submit Wire Transfer Requests – whether via access to GBC Business Direct or by other means – are secured against unauthorized access.

9. REVOCATION. Customer may not modify, change, or alter a Wire Transfer Request once submitted to and accepted by Bank. Initial revocation notice may be verbal or in writing, but any verbal notice must be promptly confirmed in writing by Customer. Bank will act in good faith to revoke the Wire Transfer Request and shall have a reasonable time in which to act thereon following confirmation of receipt. Notwithstanding the foregoing, Customer shall remain liable for all fees and amounts related to any authorized Wire Transfer Request submitted to Bank until the revocation of such Wire Transfer Request has been confirmed by Bank.

10. RECORDATION OF CERTAIN TRANSFER ORDERS. Bank, at its sole discretion, has the right, but not the obligation, to record all telephonic instructions received by Bank from Customer and its Authorized Persons, and may retain such recordings for a length of time deemed appropriate by Bank.

11. FUNDS IN U.S. DOLLARS. Regardless of whether a Wire Transfer Request is submitted by Customer for domestic or international payment, all Wire Transfer Requests shall be submitted to Bank in United States dollars. In the event a Wire Transfer Request involves a currency other than United States dollars, Customer agrees that Bank will convert said funds into United States dollars at the current exchange rate for such currency at the time of processing. In no event will Bank be liable to Customer for any losses arising from currency conversions in good faith within a reasonable time after receiving funds for the conversion. International Wire Transfers may also be subject to foreign taxes and fees, for which Customer shall remain solely responsible and which Bank may offset against the amount of funds to be transferred under the Wire Transfer Request.

12. DATA RETENTION. With respect to Wire Transfer Requests involving funds amounting to $10,000 or more, including any transaction or series of transactions that individually or in the aggregate appear to Bank to be structured to fall below such limit, Bank will retain data and documentation for a period of five (5) years in such format and method as to be accessible within a reasonable period of time. Customer agrees to maintain records of all Wire Transfer Requests, regardless of amount, for no less than two (2) years following the service date and agrees to provide such records to Bank upon its request.

13. TERMINATION. The termination provisions of the Master Agreement shall apply to these Wire Services Terms. Any termination of these Wire Services Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the Wire Services performed by Bank prior to termination, or any other obligations that survive termination of these Wire Services Terms. Customer's obligation with respect to any transaction shall survive termination of these Wire Services Terms until any applicable statute of limitation has elapsed.

COMMERCIAL CASH SERVICES

1. COMMERCIAL CASH SERVICES IN GENERAL. Customer desires Bank to provide certain commercial cash services (the "Commercial Cash Services"). The Commercial Cash Services may include general cash vault services, cash order processing, deposit processing, and electronic remote cash deposit services (known as "virtual vault" or "smart safe" services), to be provided by Bank to Customer. Customer agrees to all terms and conditions applicable to the Commercial Cash Services and the other terms and conditions of the Master Agreement and the Security Procedures referenced therein.

2. USE OF THIRD-PARTY COURIER.

(a) In connection with Bank's provision of certain aspects of the Commercial Cash Services, Customer will engage a nationally-recognized third-party courier, subject to Bank's approval, to provide armored carrier and logistics services for Customer (the "Third-Party Courier"). The Third-Party Courier shall be an independent contractor of Customer and not an agent, employee, representative, or contractor of Bank. Disputes involving Customer and the Third-Party Courier related to the Commercial Cash Services shall be and will remain disputes solely between Customer and the Third-Party Courier.

(b) Customer acknowledges that: (i) the Third-Party Courier must at all times meet the requirements of Bank-approved vault location or other Bank-authorized processing facility and, if Bank determines, at its sole discretion, that the Third-Party Courier has failed to meet such requirements, Bank may immediately suspend or terminate the performance of the Commercial Cash Services, and (ii) all applicable fees in connection with the Commercial Cash Services are the sole obligation of Customer (including any fees levied on Customer by the Third-Party Courier), and Bank may debit Customer's account(s) at Bank on a monthly or other basis for all such fees.

(c) Neither Bank nor its employees or agents shall supervise, direct, or control the performance of the Third-Party Courier. Bank will not be liable for the actions and/or inactions of the Third-Party Courier. Any shipment or delivery from Customer to Bank via the Third-Party Courier shall be deemed received by Bank at the time of the Third-Party Courier's delivery of such shipment to a Bank-approved vault location or Bank-authorized processing facility. Any return shipment or delivery by Bank to Customer via the Third-Party Courier shall be deemed received by Customer at the time of Bank's delivery of such shipment or delivery to the custody of the Third-Party Courier.

3. GENERAL CASH VAULT SERVICES.

(a) As further detailed herein, the general cash vault services provided by Bank permit Customer to (i) have cash, coin, and/or currency deposits (collectively, "Items") physically delivered to a Bank-approved vault location or Bank-authorized processing facility, and (ii) submit orders for physical delivery of cash, coin, and/or currency in the amount and denomination requested by Customer ("Orders"). Customer agrees to all terms and conditions applicable to the cash vault services, including the terms and conditions of these Service Terms, the terms and conditions of Bank's Security Procedures, and all procedures and operating guidelines established by Bank

for the purpose of providing the cash vault services. Customer acknowledges that (y) Bank may engage third parties (other than the Third-Party Courier) in connection with provision of any cash vault services described herein ("Bank's Agent") and (z) in certain circumstances, Bank may require Customer to agree to supplemental terms as a condition for Bank's performance of the cash vault services, including certain commercially reasonable requirements related to the Third-Party Courier's physical delivery of Items to a Bank-approved vault location or Bank-authorized processing facility or the Third-Party Courier's physical delivery of Orders to Customer.

(b) All cash vault services will be facilitated using Customer's designated deposit account(s) at Bank. Bank will have access to Customer's account(s) for the purposes of processing Items and Orders, including credits, debits, and other adjustments to Customer's accounts as required. Unless otherwise notified by Bank, Customer acknowledges and agrees that Bank will accept, verify, and process all Items for deposit and all Orders in accordance with Bank's standard policies and procedures.

4. ORDER PROCESSING. Through the Third-Party Courier, Customer may request Orders of coin, cash and/or currency amounts in specific denominations, in minimum quantities as Bank and Customer may agree. When an Order is made, Bank will verify Customer's available balance to ensure availability of funds. If funds are available, Bank will fulfill the Order for physical delivery of the coins, cash and/or currency to Customer in locked or securely sealed bags via the Third-Party Courier or, at Customer's instruction, fulfill the Order in person by physical delivery of coins, cash and/or currency to Customer's Authorized Agent at Bank's (or Bank's Agent's) vault location or Bank-authorized processing facility. At all times, the Third-Party Courier or Customer's Authorized Agent, as applicable, shall be responsible for verifying the fulfillment of Customer's Order and physical delivery thereof to Customer following Bank's processing of the Order. In the case of a discrepancy between the amount of an Order and the amount of funds physically delivered to Customer by the Third-Party Courier or Customer's Authorized Agent, Customer shall notify Bank in writing within 24 hours. Such notice shall be in addition to, and not a substitute for, any similar notice required under any agreement between Customer and the Third-Party Courier regarding an Order discrepancy.

5. ITEM PROCESSING. Customer may use the Third-Party Courier to physically deliver Items to Bank (or Bank's Agent) for deposit to Customer's designated deposit account(s). Customer must contract with the Third-Party Courier to provide a safe on Customer's premises, into which Items may be deposited. Once Items are deposited into the safe, the Third-Party Courier is responsible for physical delivery of the Items to Bank (or Bank's Agent). Bank may absolutely rely on the Third-Party Courier for physical delivery of the Items to Bank (or Bank's Agent). For the avoidance of doubt, Customer agrees that:

(a) All Items will be delivered in a safe or in locked and securely sealed bags furnished by Customer or its Third-Party Courier;

(b) Bank (or Bank's Agent) will open the safe or sealed bag(s) when delivered to Bank and will inventory the Items contained therein, whether or not the Third-Party Courier, Customer or its Authorized Agent is present;

(c) No relationship of debtor or creditor shall arise as to any money, securities or property of any kind placed in the safe or sealed bag(s) until Bank (or Bank's Agent) has opened the safe or sealed bag(s), inventoried the Items and processed them for deposit them to Customer's designated deposit account(s), subject to Bank's provisional credit policies, cut-off times, and/or these Service Terms;

(d) Bank may, at its option, set a daily Item deposit dollar amount threshold (the "Deposit Limit"), and may decline to provide provisional credit for Items that exceed the Deposit Limit. If Bank establishes a Deposit Limit, Customer shall not exceed the Deposit Limit. Bank reserves the right to change the Deposit Limit, in its sole discretion. Such modifications will be effective immediately and may be implemented prior to Customer's receipt of notice of the newly-established Deposit Limit; and

(e) If any discrepancy exists between the amount of the Items physically delivered to Bank (or Bank's Agent) for deposit in a safe or sealed bag(s) and the amount shown on a deposit ticket or memorandum contained in or accompanying any safe or sealed bag(s), Customer agrees to be bound by Bank's (or Bank's Agent's) inventory of the Items. Bank shall notify Customer of any discrepancy with respect to such inventory of the Items, on the terms, in the manner, and within the time frame specified in Bank's standard policies and procedures. Any dispute regarding a discrepancy regarding the amount of the Items delivered to Bank (or Bank's Agent) shall be resolved between Customer and the Third-Party Courier.

6. VIRTUAL VAULT SERVICES.

(a) ***Description of the Virtual Vault Service***. Virtual Vault is a service offered by Bank through a third-party service provider (the "Third-Party Service Provider") whereby Customer will place Items into an electronic smart safe containing a currency validation component (a "Smart Safe") that creates an electronic entry of the total amount of currency placed in the vault (individually, an "Electronic Entry" and, collectively, the "Electronic Entries") and transmits the Electronic Entries, via the Third-Party Service Provider, to Bank for deposit to Customer's designated deposit account(s). Customer shall

enter into an agreement with the Third-Party Service Provider for the provision of the Smart Safe to Customer and other related services, including the verification and transmission of Electronic Entries and the delivery of currency to Bank (the "Third-Party Service Provider Agreement"). For the avoidance of doubt, the Third-Party Courier and the Third-Party Service Provider may be one and the same, in each case subject to Bank's approval; *provided that* Customer shall designate Bank as a third party beneficiary to the Third-Party Service Provider Agreement. Customer further (i) authorizes Bank to accept Electronic Entries from the Third-Party Service Provider for credit to Customer's designated deposit account(s) and (ii) agrees that Bank's obligations under these Service Terms with respect to the Virtual Vault service shall terminate upon the termination of the Third-Party Service Provider Agreement.

(b) ***Hardware and Software***. All hardware and software, including but not limited to the Smart Safe (collectively, the "Virtual Vault Equipment"), shall be provided by the Third-Party Service Provider. Customer agrees (i) the Third-Party Service Provider will act as Customer's agent in the capture of the currency placed in the Smart Safe and the transmission of the Electronic Entries to Bank, and (ii) to assume full responsibility and liability for any failure of the Virtual Vault Equipment. In no event will Bank be liable for any losses or costs incurred by Customer as a result of the Third-Party Service Provider's errors or the malfunction or breakage of the Virtual Vault Equipment. Customer is solely responsible for (y) compliance with the Third-Party Service Provider's requirements and procedures related to the Virtual Vault Equipment, including any software updates, and (z) obtaining and properly maintaining the Virtual Vault Equipment and system requirements, its electrical services, and telephone system, including computer equipment, Internet connectivity, and any other equipment or items necessary thereto. Bank shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to properly maintain the Virtual Vault Equipment or comply with the Third-Party Service Provider's requirements and procedures related thereto.

(c) ***Credit for Currency; Verification of Funds***.

(i) The Third-Party Service Provider Agreement may establish cut-off times for collection and processing of Customer's Electronic Entries by the Third-Party Service Provider. Notwithstanding, only Electronic Entries submitted to Bank before 6:00 p.m. EST of the business day on which currency is placed in the Smart Safe will be processed by Bank for provisional same-day posting to Customer's designated deposit account(s). The Electronic Entries shall identify Customer's designated deposit account number(s) maintained at Bank. Upon receipt of the Electronic Entries, Bank will process the Electronic Entries for deposit to Customer's designated deposit account(s) and will provisionally post funds corresponding to such Electronic Entries as of the date of Bank's receipt thereof, *provided that* the availability of such funds in Customer's designated deposit accounts remain subject to verification of the amount of currency contained in the Smart Safe.

(ii) The currency in the Smart Safe shall be picked up and verified by the Third-Party Service Provider in accordance with the Third-Party Service Provider Agreement and Section 6(b) of these Service Terms. Notwithstanding the foregoing, Customer shall be liable to Bank for any discrepancies between the amount of credit given to Customer for the Electronic Entries and the amount of the currency in the Smart Safe when verified by the Third-Party Service Provider and for the amount of any counterfeit currency (collectively "Discrepancies"). Bank may, in its sole discretion, make adjusting entries to Customer's designated deposit account(s), even if the adjustment creates an overdraft therein, for any Discrepancies. Customer agrees that Bank's resolution of the amount of any Discrepancies shall be final, conclusive, and binding on Customer notwithstanding any determination by Customer or the Third-Party Service Provider.

(d) ***Ownership of Currency and Bankruptcy***. Currency placed in the Smart Safe shall remain Customer's property until the corresponding Electronic Entries are transmitted to the Third-Party Service Provider. Currency placed in the Smart Safe shall become the property of Bank at the time that the corresponding Electronic Entries are transmitted to the Third-Party Service Provider. Notwithstanding the foregoing, Customer assumes all liability for any loss of or damage to the currency for any reason including but not limited to fire, theft, flooding, accident or other catastrophe, or war. Customer shall be liable for the loss of the currency until such time as the Third-Party Service Provider signs for and takes possession of the currency. In the event that, after the currency becomes the property of Bank, any legal proceeding under the United States Bankruptcy Code is commenced by or against Customer, or if Customer is adjudged insolvent, or if Customer makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Smart Safe and its contents, the currency shall not be treated as an asset of Customer.

(e) ***Contingency Plan***. In the event of a malfunction of the Virtual Vault Equipment or if, for any reason, the Third-Party Service Provider is not able to generate and transmit the Electronic Entries, Bank will not credit Customer's designated deposit account(s) for the corresponding amount of the currency placed in the Smart

Safe. In such event, Customer agrees that the Third-Party Service Provider shall physically remove the contents of the Smart Safe, transport the contents of the Smart Safe to Bank (or Bank's designated agent) at Customer's expense, and Bank will then process the transaction as though it were an Item processed by Bank pursuant to Section 5 of these Service Terms.

7. LIMITATION OF LIABILITY. Notwithstanding anything in the Master Agreement to the contrary, and in addition to the limitations of liability set forth herein, Bank shall have no liability to Customer, the Third-Party Courier, or the Third-Party Service Provider for (i) loss or damage to any Items or Orders, (ii) any robberies or attempted robberies of any Items or Orders, or (ii) other acts of physical violence of any nature or kind related to an attempt on the part of any person(s) (including the employees, agents, and representatives of Customer, the Third-Party Courier, or the Third-Party Service Provider) to (y) unlawfully remove the contents of a sealed courier bag, a physical safe, or a Smart Safe, or (z) steal or unlawfully detain a sealed courier bag, a safe, of a Smart Safe. Customer's sole remedies and recourse for any such losses or claims shall be against the Third-Party Courier and/or Third-Party Service Provider and not Bank.

8. TERMINATION OF SERVICES. Except as provided herein, the termination provisions of the Master Agreement shall apply to these Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the Integrated Receivables Service performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

COMMERCIAL CREDIT CARD SERVICES

1. COMMERCIAL CREDIT CARD SERVICES, IN GENERAL. These Service Terms contains the terms and conditions under which Bank will issue credit cards and/or credit card numbers (each, a "Card") at Customer's request to Customer's employees (the "Commercial Card Services"). Customer has requested Bank to provide Cards to Customer's employees designated by Customer ("Cardholders"). Customer will deliver to each Cardholder a "*Statement of Cardholder Obligations*" in a form provided by Bank and will cause each Cardholder to comply with such Statement. All Cards will have a Card number and generally a plastic or other physical form, as well. Cards may be used to purchase or lease goods and services (each, a "Purchase") from merchants that accept Mastercard credit cards ("Merchants"). All Purchases will be billed to Customer through a master account (a "Master Account"). In addition, Bank will establish a subaccount (a "Subaccount") to the Master Account for each Cardholder. Although Purchases, fees and charges will be billed to the Master Account, all Purchases will also be associated with a Subaccount.

2. SETUP FORMS. Customer, through its Authorized Agent, has completed and submitted to Bank a set up form for the Master Account (the "Set Up Form"). The initial Set Up Form will be delivered to Customer by Bank separately and execution thereof by Customer is a condition to the effectiveness of these Service Terms. The Set Up Form may be revised from time to time by Customer but only in accordance with the Security Procedures, Guidelines and related procedures established by Bank. Among other information, the Set Up Form: (a) identifies each Cardholder; (b) specifies each Cardholder's credit limit (the "Cardholder Credit Limit"); (c) identifies each person ("Card Administrator") authorized to perform specified functions reserved for Card Administrators; and
(d) specifies the functions each Card Administrator may perform, consistent with Bank's policies and procedures.

3. CARD ISSUANCE. Customer must follow Bank's procedures (as they may be modified from time to time by Bank in its sole discretion) to designate Cardholders and Card Administrators. Customer agrees to notify Bank immediately, by telephone and email, if any Card or associated credentials or passwords have been lost or misappropriated, if it suspects unauthorized use of any Card, or if it desires to terminate the credit or other privileges of any Cardholder or Card Administrator, including but not limited to any termination due to a termination of employment.

4. CUSTOMER RESPONSIBILITIES. Cards shall at all times remain the property of Bank, may be canceled by Bank at any time, and must be surrendered by Customer on Bank's demand. Customer shall be liable for all Purchases by each Cardholder specified by a Card Administrator, and for all charges and fees due under these Service Terms. Customer also accepts complete responsibility for assuring that all Cardholders, Administrators, Authorized Agents, Users and any other Customer employees, officers, directors, shareholders and contractors comply with the requirements of these Service Terms at all times. Card Administrators are responsible for managing Customer's use of the Cards through the online card management system made available by Bank (the "Card Management System"). Among other responsibilities, Card Administrators shall provide notice to Bank of any changes to the Set Up Form and/or Cardholders, including without limitation, any limits Customer may place on the Purchase type, amount or frequency permitted for Card use generally and/or by any Cardholder. Customer is

responsible for reviewing all periodic statements from Bank and other Purchase activity reports made available through the Card Management System and for promptly reporting any errors and/or unauthorized Purchases. Bank shall have no obligation to provide Customer with statements or other reports of any Purchases occurring more than twenty-four (24) months prior to the date any such report is requested.

5. USE LIMITS. Cards will be subject to various agreed-upon limitations regarding Purchase type, amount and frequency and further limitations communicated by Bank to Customer. Customer agrees that these limitations are reasonable and not excessive, and that they fully meet the needs of Customer for security and control over the Cards. Customer acknowledges that, under the rules governing the processing of Mastercard card Purchases, certain Purchases, for example Purchases below certain established floor limits, will not be subject to prior authorization or approval at the point-of-sale and will, therefore, bypass the routine authorization process for Purchase approval. Customer accepts full responsibility for payment of all such Purchases, even if any such Purchases do not comply with any dollar amount of other Purchase limitations agreed-upon by Customer and Bank.

6. PERMISSIBLE USES. Customer will ensure that Cardholders (a) use their Cards solely for Customer's business purposes (and not for any personal, family or household purpose); and (b) do not use their Cards in connection with any illegal or Internet gaming Purchase or to conduct Purchases in any country or territory, or with any individual or entity, that is subject to economic sanctions administered and enforced OFAC. Customer will advise each Cardholder of these restrictions. Bank may block or decline to authorize any Purchase it reasonably believes would be in violation of these restrictions. However, Customer's payment and other obligations under this Agreement shall not be affected or limited if any Purchases are effected in violation of these limits.

7. STATEMENTS AND BILLING FOR COMMERCIAL CARD SERVICES.

(a) Customer will pay the fees and charges associated with the Commercial Card Services as set forth on Bank's fee schedule. At the end of each billing cycle in which any Subaccount at any time has a closing credit or debit balance of more than $1 (each such Subaccount, an "Active Subaccount"), Bank shall furnish to Customer a periodic statement for commercial card services (the "Customer Card Statement") reflecting all Purchases posted to all Active Subaccounts, all fees and charges imposed under these Service Terms, any credits, the total amount outstanding at the end of such billing cycle (the "New Balance"), the amount of the required payment and the date Customer's payment is due (the "Payment Due Date"), and Bank will furnish to each Cardholder with an Active Subaccount (an "Active User") a periodic statement ("Cardholder Statement") reflecting all Purchases and credits associated with such Active Subaccount and the total amount outstanding at the end of such billing cycle.

(b) Customer agrees to pay the entire New Balance in full on or before the Payment Due Date shown on each Customer Card Statement. Unless Bank agrees otherwise in writing, Customer authorizes Bank to debit Customer's Deposit Account designated in the Set Up Form for the New Balance shown on each Customer Card Statement and for any other fees, charges or amounts under this Agreement when due. Customer further agrees that its failure to pay the full amount owed under these Service Terms within ten (10) days after any Payment Due Date (which includes its failure to have sufficient funds in its designated deposit account for the amount owed on any Payment Due Date) will constitute a breach of these Service Terms for which Bank may, without prior notice to Customer, immediately suspend or terminate Customer's ability to use Cards.

(c) Customer agrees to review promptly each Customer Card Statement and to cause each Cardholder to review promptly each Cardholder Statement. If Customer or any Cardholder believes that any Customer Card Statement or Cardholder Statement is incorrect or needs additional information about a Purchase shown on any Customer Card Statement or Cardholder Statement, Customer agrees to notify Bank by email as soon as may be practicable and in any event within sixty (60) days of the date of the Customer Card Statement or Cardholder Statement on which any error or disputed charge first appeared. Notwithstanding any other provision of the Master Agreement or any Account Agreement, if Customer does not notify Bank within this time period, Customer waives any rights with respect to the disputed amount to the fullest extent permitted by Applicable Law. Customer's notice must include the following information: both Customer's name and the name of the applicable Cardholder; the applicable Subaccount Number, if any; the dollar amount of any dispute or suspected error; the reference number for any questioned Purchase; and a brief description of the dispute or alleged error.

8. CREDIT LIMITS. Bank, in its sole discretion, shall establish a credit limit for Customer (the "Customer Credit Limit"). Subject at all times to the Customer Credit Limit, Customer may establish credit limits for any or all Cardholders ("Cardholder Credit Limits"). Customer promises to keep the amount of credit outstanding under these Service Terms at all times below the Customer Credit Limit. Subject to the requirements of applicable law, Bank at any time may increase or decrease the Customer Credit Limit, effective immediately, whether in response to a

request by Customer or otherwise. Bank will promptly give Customer written or electronic notice of any such change. Customer agrees to advise each Cardholder of his or her Cardholder Credit Limit and any activity limits applicable to that Subaccount, including but not limited to restrictions relating to the maximum number or dollar amount of Purchases permitted during a specified period of time. Customer understands that once any applicable Credit Limit is reached or exceeded, Bank has no obligation to approve any further Purchases that would exceed or further exceed such Credit Limit. However, Customer's payment and other obligations under this Agreement shall not be affected or limited if any balances are incurred in connection with Purchases in violation of these limits. When a payment is made by Customer, Bank will apply such payment as of the date of receipt but Bank may delay increasing the credit available under this Agreement for up to ten (10) days while such payment is processed. If Bank honors requests for credit over any applicable Credit Limit on one or more occasions, it does not mean that Bank must honor future overlimit requests.

9. UNAUTHORIZED USE OF THE COMMERCIAL CARD SERVICES. Customer agrees to immediately call Bank at (844) 523-8897 and provide Bank with email notice if Customer or any Cardholder or Card Administrator knows or suspects that any Card is lost or stolen, or that any Card is otherwise subject to unauthorized use. In the event of any Card use by a person without actual, implied or apparent authority for such use, and from which Customer receives no benefit, Customer will nevertheless be responsible for such unauthorized use to the fullest extent permitted by Applicable Law.

10. SOFTWARE.

(a) ***General***. Customer will use the Card Management System and any other software approved by Bank and accessible via the Internet (collectively, "Software"") to request and receive Cards, manage the Master Account and Subaccounts and/or make Purchases electronically. The required Software may be provided to Customer directly by Bank or any other service provider designated by Bank in its sole discretion (a "Software Provider"). Customer's use of the Software is subject to the terms of this Section and any terms and conditions provided on the website hosting the Software (the "Online Terms").

(b) ***License to Use Software***. By issuing Cards to Customer, Bank grants to Customer a non-exclusive, worldwide right and license in the Software identified in the Set Up Form to use the Software exclusively for the purpose of making Purchases using Customer's Cards (the "License"), subject to the terms, conditions, and/or limitations set forth in this Section. Customer acknowledges and agrees that the scope of the License and rights granted to Customer is expressly limited to those required for Customer to fulfill the stated purpose of the grant, and that any and all rights which are not expressly granted to Customer in this section shall remain vested in Bank or the Software Provider (as applicable). Customer acknowledges and agrees that Bank and/or any Software Provider shall retain the right, in its reasonable business judgment, to revoke or suspend the License granted to Customer and/or to suspend Customer's access to the Software in the event that it reasonably believes that Customer's use of the Software: (i) is in violation of Applicable Law (including any international laws, regulations, or rules applicable to the Commercial Card Services) or outside the scope of the License provided; (ii) will subject Bank or the Software Provider (as applicable) to legal liability for which it may incur material damages; and/or (c) Customer's use of the Software exceeds the rights granted to Customer under the License. Customer's License to use the Software shall terminate automatically upon termination of Bank's agreement to provide Cards to Customer. The License and rights granted to Customer by Bank under this section are and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 (35A) of the U.S. Bankruptcy Code.

(c) ***Software Security Procedures***. In addition to, but not in place of, the Security Procedures set forth in the Master Agreement, Bank may make available to Customer certain procedures, including the use of identification codes, passwords, log-on identifications, personal or location identification numbers, repetitive codes, encryption, tokens and other security devices, systems and software (collectively, the "Software Security Procedures") that are designed to verify the authenticity of instructions, orders and other communications sent by Customer using the Software (each, a "Communication"). Bank has no obligation to act on any Communication that fails to comply with the Software Security Procedures and may refuse to act on any Communication where Bank has reasonable concern about its authenticity or compliance with the Software Security Procedures. Bank is entitled to act on any Communication that Bank receives which is sent in Customer's name and in compliance with the Software Security Procedures, and Bank has no obligation to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation of that Communication by Customer. Bank shall have no liability for acting on, and Customer shall be bound by, any such Communication sent in Customer's name, whether or not that Communication actually was authorized by Customer. Bank reserves the right to issue new Software Security Procedures and/or to cancel or change any Software Security Procedures from time to time. Whenever the Software Security Procedures include the assigning to Customer of any confidential password, logon identification, identification code, personal or location identification

number, repetitive code, token or similar security device (a "Software Security Device"), Customer shall not disclose or allow the disclosure of any Software Security Device except to employees or agents authorized to act for Customer in connection with the Cards issued to Customer, and agrees to instruct its authorized employees and agents to do the same. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of each Software Security Device, and shall immediately notify Bank if the confidentiality or integrity of any Software Security Device is breached or threatened. To the fullest extent permitted by law, Customer shall be solely responsible for the safekeeping of all Software Security Devices, and Customer assumes all risk of the disclosure or inadvertent use of any Software Security Device by any party whatsoever, whether such disclosure or use results from Customer's negligence, deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any Software Security Devices. Customer also agrees that the use of these Software Security Procedures constitutes a commercially reasonable security procedure for Customer's use of Cards. Customer agrees to be bound by all Communications that are initiated in Customer's name and in compliance with the Software Security Procedures, regardless of whether or not Customer actually authorized the Communication. Bank's records demonstrating any Communication's compliance with the Software Security Procedures shall be deemed conclusive proof that the Communication received by Bank was authorized by Customer and that Customer is bound by that Communication. Customer agrees that the purpose of the Software Security Procedures is to verify the authenticity of Communications transmitted to Bank in Customer's name, and not to detect an error in the transmission or content of any Communication. Customer acknowledges that no procedure for the detection of such errors has been agreed upon by Bank and Customer, and that Bank has no obligation to investigate or discover, and shall not be liable for, errors by Customer. If any Communication sent in Customer's name and in compliance with the Software Security Procedures contains any error, to the full extent allowed by law Customer shall be liable for, and shall indemnify Bank or any Software Provider (as applicable) against any claims, losses and expenses Bank may incur that arise from or relate to the erroneous Communication.

(d) ***Acceptable Use***. Customer agrees to use the Software only as expressly provided by the License for its own business, and not directly or indirectly for the use or benefit of any other person, and only in compliance with all Applicable Law, including, without limitations, copyright, trademark, obscenity and defamation laws and those related to data privacy and the transmission of technical or personal data. Customer may not use the Software for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such list.

(e) ***Indemnification***. To the fullest extent provided under the Master Agreement, Customer agrees to indemnify and hold Bank and/or any Software Provider (as applicable) harmless from and against all Indemnified Liabilities that each may incur in connection with any third party claim or action that arises from or relates to Customer's use of the License and the Software.

11. THIRD PARTY PRODUCTS AND SERVICES. From time to time and in its sole discretion, Bank may make available one or more products or services provided by third parties for use in connection with Cards, such as software that enables Customer to manage card settings and expenses charged to Cards. These third-party products and services are not under the control of Bank, and Customer will be provided third party website addresses at implementation. The provider of these websites applies encryption technology to its websites to assist in the protection of Customer's information. If Customer chooses to obtain such third party product or service, Customer acknowledges that Purchases conducted over the Internet and information transmitted over the internet may be subject to interception by outside parties not under the control of Bank or the provider of the website. In this regard, Customer assumes the risk of such occurrences and releases Bank from liability for any activity of this nature. Customer will be issued an identification and password to gain entry into these websites. Customer agrees to protect, secure and preserve the identification and password and the confidentiality of the identification and password. Customer further agrees to follow all procedures issued by Bank from time to time involving the use of any Internet related products. Customer acknowledges that data presented within the website on a particular day is information posted by the website provider as of the close of provider's prior business day. Any third party product or service that Customer chooses to receive will be subject to the fees provided in the fee schedule, which may be payable to Bank, rather than the third party. Customer releases Bank from liability for any claims that arise from or relate to Customer's use of any such third party product or service unless such claim is proven to result directly from Bank's gross negligence or willful misconduct.

12. FOREIGN CURRENCY TRANSACTIONS. For any Purchase in a foreign currency, the Purchase amount will be converted by Mastercard into a U.S. dollar amount in accordance with the Mastercard operating regulations or conversion procedures in effect at the time the Purchase is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (a) a wholesale market rate or (b) a government-mandated rate in effect one day prior to the processing

date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the Purchase date or posting date. The same conversion process may apply if any Purchase in a foreign currency is reversed or credited back to Customer. The amount (in U.S. dollars) of any credit associated with a particular foreign Purchase is likely to differ from the original amount (in U.S. dollars) of the Purchase due to differences in the applicable exchange rates, which may vary daily. For any Purchase that is (y) made in a foreign currency or (z) processed outside of the United States, Customer agrees to pay any Foreign Purchase Fee imposed by Mastercard. The current fees are provided in the fee schedule, but Mastercard may change these rates at any time and without prior notice.

13. TERMINATION OF COMMERCIAL CARD SERVICES. Except as provided herein, the termination provisions of the Master Agreement shall apply to these Service Terms. Notwithstanding such terms, Bank may terminate these Service Terms, all Cards and the Commercial Card Services at the end of any billing period without cause and without any advance notice to Customer. Customer may terminate these Service Terms at any time by providing email notice to Bank and surrendering all outstanding Cards to Bank. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer prior to such termination, or Customer's payment obligations with respect to the Integrated Receivables Service performed by Bank prior to termination, or any other obligations that survive termination of these Service Terms. Customer's obligation with respect to any transaction shall survive termination of these Service Terms until any applicable statute of limitation has elapsed.

14. OFAC SCREENING; BSA/AML VIOLATIONS. Customer shall from time to time promptly provide Bank with such information and documentation as Bank may request (including, without limitation, names of proposed Cardholders, names of existing Cardholders, and other identifying information relating to such proposed and existing Cardholders), and otherwise shall fully cooperate with Bank as Bank deems necessary, in order to screen and clear Cardholders against the OFAC list of Specially Designated Nationals (the "SDN List") and/or to ensure compliance with applicable BSA/AML laws and regulations. In the event Bank shall at any time determine that any existing Cardholder or proposed Cardholder cannot be cleared against the SDN List, Bank shall have the right to withhold or delay the issuance of, or to suspend or deactivate, any related Card until Customer provides such information as may be necessary for Bank to clear such proposed or existing Cardholder against the SDN List. Bank reserves the right to require Customer at any time and from time to time (a) to independently screen and clear proposed or existing Cardholders against the SDN List, (b) to certify to Bank that such Cardholders have been screened and cleared against the SDN List, and (c) to deny Card use for any Purchases to any proposed or existing Cardholder as to whom Customer does not or cannot provide such certification. Without limiting or diminishing any other right or remedy of Bank under the Master Agreement or these Service Terms, Bank shall have the right to withhold or delay the issuance of, or to suspend or deactivate, any Card or Cards in the event Customer shall fail to comply fully and faithfully with the terms and provisions of this section or in the event that Bank shall deem itself at risk for any violation of applicable BSA/AML laws or regulations.

15. BENEFICIAL OWNERSHIP. If Customer is a company other than a sole proprietorship (a "Legal Entity Customer**"**), Customer agrees to provide Bank immediately with information and documentation that Bank requests about Customer's officers, directors, members and persons with a direct or indirect 20% interest in Customer (each, a "Principal"). Further, Customer certifies and confirms that Customer will notify Bank immediately of any change in its Principals. At Bank's request, Customer will cause each Principal to execute a Guaranty of Customer's obligations in a form satisfactory to Bank.

16. COLLECTIONS; RIGHT OF SET-OFF; SECURITY INTEREST. In addition to any rights provided to Bank pursuant to the Master Agreement, Customer covenants and agrees to the following with respect to these Service Terms:

(a) ***Collections***. Customer agrees to pay all costs incurred by Bank in collecting or attempting to collect any amounts due under these Service Terms and enforcing Bank's rights hereunder, as well as all costs of defending any claim asserted against Bank arising out of or in connection with these Service Terms, which costs shall include, without limitation, attorneys' fees and costs. The terms and provisions of this section shall survive the termination of the Master Agreement and these Service Terms, including the deactivation of any Cards.

(b) ***Right of Set-Off***. In the event Customer fails to make any required payment hereunder in full within ten (10) days after the date such payment is due, Bank may set off against the amounts due hereunder any funds of Customer then or thereafter in Bank's possession.

(c) ***Security Interest***. To secure all amounts due hereunder, Customer hereby grants Bank a security interest in all assets of Customer previously or subsequently pledged as security to Bank in connection with other obligations of Customer to Bank.

MASTER TREASURY MANAGEMENT AGREEMENT

ZELLE FOR BUSINESS SERVICE TERMS

1. GENERAL.

(a) Bank has partnered with the *Zelle® Network* ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a "Zelle User") using aliases, such as email addresses or mobile phone numbers (the "Zelle Service"). We will refer to financial institutions that have partnered with Zelle as "Network Banks."

(b) By using the Zelle Service, you understand and acknowledge that Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank. THE SERVICE IS INTENDED TO SEND MONEY TO TRUSTED PARTIES. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. DEFINITIONS. The following terms shall apply to the Zelle Service. Unless defined below, capitalized terms herein shall have the definitions set forth in the Master Agreement or as provided in the Rules and/or Applicable Law.

(a) "***Zelle Service Terms***" means these Zelle Network® Standard Terms. By using the Zelle Service, you agree to all terms and conditions set forth in these Zelle Service Terms as well as the terms and conditions of the Master Agreement and the Security Procedures referenced in the Master Agreement. For the avoidance of doubt, certain instructions related to the Zelle Service may be provided to you by Bank (whether posted online, sent by email, or regular mail) and, in such event, those instructions shall be incorporated herein by reference.

(b) "***Authorized Agent***" or "***Authorized Representative***" means a person with authority (actual or apparent) to take action or make decisions with respect to a Deposit Account, Funding Account, or the Zelle Service. This includes others you have delegated to act on your behalf to use or access the Zelle Service.

(c) "***Deposit Account***" means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions.

(d) "***Funding Account***" means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.

(e) "***Zelle User's Financial Institution***" means any financial institution, including a Network Bank, holding a Zelle User's account that the Zelle User has authorized to send or receive a transfer of funds as a result of a Transfer Transaction.

(f) "***Transfer Transaction***" means a transaction initiated through the Zelle Service to: (i) transfer funds out of your Funding Account to a Zelle User; (ii) receive a transfer of funds into your Deposit Account from a Zelle User; (iii) send a request to a Zelle User asking the Zelle User to transfer funds to you using the Zelle Service; and/or (iv) receivef a request from a Zelle User asking you to transfer funds to them using the Zelle Service.

3. ELIGIBILITY AND USER PROFILE.

(a) The Zelle Service allows you to send or receive money using your eligible business Account. When you enroll to use the Zelle Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Service, you agree to the terms and conditions of these Zelle Service Terms. You represent that you have the authority to authorize debits and credits to the enrolled Account.

(b) You agree that you will not use the Zelle Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), payment or collection of an overdue or defaulted debt, any activity that is illegal under Applicable Law, fines, payments to loan sharks, scams, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle Service to request money from anyone for any such payments.

(c) You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Service any material that: (i) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (ii) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (iii) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (iv) contains corrupted data or any other harmful, disruptive, or destructive files; (v) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (vi) in Zelle's or Bank's sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

(d) Although neither Bank nor Zelle have any obligation to monitor any content, both we and Zelle have

absolute discretion to remove content at any time and for any reason without notice. Bank and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Service, you may be exposed to content that is offensive, indecent, or objectionable. Niether Bank nor Zelle are responsible for, and assume no liability for, any content, including any loss or damage to any of your content. Neither Bank nor Zelle make any representation or warranty that content uploaded to a Zelle User profile accurately identifies a particular Zelle User of the Zelle Service.

(e) The Zelle Service may include functionality for you to add a unique alpha-numeric identifier to your registered Zelle User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle tag." You will be limited to one Zelle tag per bank account, and each Zelle tag must have one U.S. mobile phone number or email address associated with it. Your Zelle tag must meet the Content Standards (*see above at section 3(c)).* You may not select a Zelle tag that misleads or deceives other users of the Zelle Service as to your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor user Zelle tags, both we and Zelle have absolute discretion to remove a user Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor user Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any user Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a user Zelle tag accurately identifies a particular user of the Zelle Service. We respect the intellectual property of others and require that users of the Zelle Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle Service that is subject to intellectual property rights claims.

(f) You agree that there may be other eligibility requirements that apply to participate in the Zelle Service, and that we have the right and sole discretion, to restrict or otherwise prohibit your use of the Zelle Service. You agree that you will notify Bank immediately in the event of a change to any email address or telephone number that has been provided to Bank and is associated with you. You may instruct Bank to change any email address or telephone number we associate with the Zelle Service at any time. Address and telephone number changes may be initiated: (i) at your request; (ii) if we receive notice of change to your email address or telephone number from any Network Bank or any common carrier; or (iii) if we receive information from another party in the business of providing correct contact information that the email address or telephone number in our records no longer is associated with you.

(g) We may continue to rely on any email address or telephone number that has been provided to us until you notify Bank of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

(h) You agree that the terms and conditions governing these Zelle Service Terms may be amended by us from time to time. We will notify you of amendments as required by Applicable Law and the terms of the Master Agreement. Your continued use of the Account evidences your agreement to any amendments. Notices will be sent to the most recent address or e-mail address shown on the account records.

4. CONSENT TO SHARE PERSONAL INFORMATION (INCLUDING ACCOUNT INFORMATION).

You authorize each Network Bank to use the email addresses and telephone numbers that are associated with you to process and route Transfer Transactions to and from your Funding and Deposit Accounts. In particular, if you: (i) receive notice of a Transfer Transaction via any email address or via text message at any telephone number; and (ii) authorize or accept completion of the Transfer Transaction, then you are also authorizing all Network Banks and Zelle to associate that email address or telephone number with you and with your Funding and Deposit Accounts.

(a) You agree that we may provide information about you to: (i) any Zelle User you contact or attempt to contact, communicate, or attempt to communicate with, send or attempt to send funds to, or receive or attempt to receive funds from, using the Zelle Service; and (ii) any Zelle User's Financial Institution, Zelle, or any other person engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

(b) You consent to our disclosure of your personal information (including your Account information) to Zelle, service providers, other Network Banks, and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures and the following: (i) as necessary to resolve a problem related to a transfer or payment between you and another Zelle User; (ii) to comply with inquiries in connection with fraud prevention or any investigation; (iii) for fraud and identity verification purposes; (iv) for our

general business purposes, including without limitation data analysis and audits; or (v) as otherwise permitted by the terms of the Privacy Policy and the Mobile Privacy Policy (*see below at section 5*).

The information we provide may include your name (first and last name), address, telephone number, email address, company name, and your Zelle QR Code. You irrevocably waive any provision of our Privacy Policy and the Mobile Privacy Policy that would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

(c) You agree that we may obtain such additional information as we deem reasonably necessary to ensure that you are not using Zelle Service in violation of Applicable Law, including, but not limited to, OFAC laws and regulations. You understand that in order to complete fund transfers using the Zelle Service, it may be necessary for us to communicate with other financial institutions and other participants in the Zelle Service concerning the Transfer Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Transfer Transactions or providing the Zelle Service, and you give us a license to do so.

(d) You authorize us and other Network Banks to use information you provide to us, and information concerning your Transfer Transactions in order to: (i) initiate and complete Transfer Transactions and (ii) provide ancillary and supporting services to facilitate your Transfer Transactions and use of the Zelle Service.

(e) Your authorization includes, but is not limited to, providing such information to: (i) Zelle Users to whom you send or attempt to send funds, or from whom you receive or attempt to receive funds, using the Zelle Service; (ii) Zelle; (iii) Zelle User's Financial Institutions; and (iv) any intermediary or service that is in any way facilitating or processing the Transfer Transaction.

(f) We may also disclose information to third parties about your account or the transfers you make, in order to process your transactions or to verify the existence and condition of your account. The third parties may include transactions processors, clearinghouses, credit bureaus, and merchants.

(g) Each time you use the Zelle Service, you represent and warrant to us that: (i) you have the right to authorize us to access your Funding Account to effect fund transfers or for any other purpose authorized by these Zelle Service Terms; (ii) you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a fund transfer; and (iii) all the information you provide to us is true, current, accurate, and complete.

(h) We will maintain audit logs that track your access, view, and use of electronic data in connection with your use of the Zelle Service. These audit logs may include, but are not limited to, detailed information about your transactions and communication with other Zelle Service participants.

5. PRIVACY AND INFORMATION SECURITY. We make security and the protection of your information a top priority. You can access our Privacy Policy at https://georgiabanking.com/privacy-statement and our Mobile Privacy Policy at https://georgiabanking.com/mobile-privacy-policy, each of which are incorporated into and made a part of these Zelle Service Terms.

6. WIRELESS OPERATOR DATA. Bank or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Service. By using the Zelle Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. *See* Zelle's Privacy Policy at https://www.zellepay.com/privacy-policy for how it treats your data. Please see above at sections 4 and 5 of these Zelle Service Terms regarding how we use your personal information and data.

7. ENROLLING FOR THE SERVICE.

(a) You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Zelle Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your Account to send money to another Zelle User either at your initiation or at the request of that Zelle User; and (ii) receive money from another Zelle User either at that Zelle User's initiation or at your request, subject to the conditions of section 13 below titled "Requesting Money."

(b) If at any time while you are enrolled in the Zelle Service, you do not send or receive money using the Zelle Service for a period of 12 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that

you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Service until you enroll again.

(c) Once enrolled, a ***Z*** logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The ***Z*** logo will be displayed to other Zelle Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle. If a Zelle User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

(d) You authorize us to provide access to your Funding Account and Deposit Account through the Zelle Service to initiate and complete Transfer Transactions. To access the Zelle Service, you must have a username and a password. You must also comply with all other Security Procedures and policies we may establish from time to time. You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Zelle Service.

(e) Not all types of accounts are eligible for Transfer Transactions. We reserve the right to decline the use of any account as a Funding Account or Deposit Account that we believe may present a risk to you and/or us.

(f) We may audit your use of the Zelle Service at any time while you are enrolled. If you do not send or receive money using the Zelle Service for a period of twelve (12) consecutive months, you understand and agree that we may inactivate any email address or U.S. mobile phone number that you used to enroll with the Zelle Service. If we inactivate your email address or U.S. mobile phone number, you will not be able to send or receive money with the Zelle Service until you re-enroll a valid email address or U.S. mobile phone number.

8. CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES.

(a) By participating as a Zelle User, you represent that you are the owner of the email address, mobile phone number, Zelle tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle tag and/or other alias to send or receive money as described in these Zelle Service Terms. You consent to the receipt of emails or text messages from us, from Zelle, from other Zelle Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Service or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree that:

(i) You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

(ii) You will immediately notify us if any email address or mobile phone number you have enrolled is (1) surrendered by you, or (2) changed by you.

(iii) In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.

(iv) Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

(b) To cancel text messaging from Zelle, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact customer service at treasurysolutions@georgiabanking.com or 1-866-711-4530 Option 3. You expressly consent to receipt of a text message to confirm your "STOP" request. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

(c) Supported Carriers: AT&T, Sprint, T-Mobile®, Verizon, U.S. Cellular®, Alaska Communications Systems (ACS), bandwidth.com (includes Republic Wireless), Bluegrass Cellular, Boost Mobile, CableVision, Carolina West Wireless, CellCom, Cellular One of N.E. Arizona, C Spire Wireless (aka Cellular South), Chariton Valley Cellular, Chat Mobility, Cleartalk (Flat Wireless), Copper Valley Telecom, Cricket Wireless, DTC Wireless, Duet Wireless, East Kentucky Network (Appalachian Wireless), ECIT/Cellular One of East Central Illinois, GCI Communications, Google Voice, Illinois Valley Cellular, Inland Cellular, iWireless, Leaco Rural Telephone Cooperative, MetroPCS, Mid-Rivers Communications,

Mobi PCS, MobileNation/SI Wireless, MTA Wireless/Matanuska Kenai, MTPCS Cellular One (Cellone Nation), Nex Tech Communications, Northwest Missouri Cellular, nTelos, Panhandle Wireless, Pine Cellular, Pioneer Cellular, Plateau Wireless, Rural Independent Network Alliance (RINA), Sagebrush Cellular aka Nemont, SouthernLINC, SRT Communications, Thumb Cellular, TracFone (AT&T, Union Telephone, United Wireless, Viaero Wireless, Virgin Mobile, and West Central Wireless. These carriers are subject to change at any time without notice to you.

(d) We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or telephone number provided to us by any person.

(e) Each time you send money using the Zelle Service, you are also authorizing and instructing either us or Zelle to send emails and text messages to the recipient concerning the Transfer Transaction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. Please note: each time you initiate a Transfer Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Transfer Transaction. These emails and text messages may identify you by name, mobile phone number, and/or email address and may state that we are sending them a Transfer Transaction on your behalf and according to your instructions.

9. RECEIVING MONEY; MONEY TRANSFERS BY NETWORK BANKS

(a) All transfers of funds through Zelle are subject to review by us for compliance with Applicable Law, including, without limitation, BSA/AML laws and regulations, the USA PATRIOT Act and the rules and regulations adopted pursuant thereto, as well as the trade and economic sanctions programs administered by OFAC. Transfer reviews may also assess whether your account activity and the activity of Zelle Users with whom you have transacted comply with these Zelle Service Terms, the Master Agreement, and your Bank deposit account agreement(s). All funds transfers through Zelle may also be screened for compliance with applicable economic and trade sanctions and monitored for BSA/AML purposes. All and any information, obligatory or optional, provided in the funds transfer instructions, description of the transaction, or any other information submitted in connection with the funds transfer may be used by Bank its review. Such review may result in the funds being delayed or blocked. If Bank delays or blocks a transfer you initiated, Bank will notify you in accordance with your Zelle User preferences or as required by the Master Agreement.

(b) Once a Zelle User initiates a transfer of money to your email address, mobile phone number, or Zelle tag enrolled with the Zelle Service, you have no ability to stop the transfer. By using the Zelle Service, you agree and authorize us to initiate credit entries to the Account you have enrolled.

(c) Most transfers of money to you from other Zelle Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your Zelle User preferences (i.e., email, push notification).

(d) If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both these Zelle Service Terms and the procedures of the business or government agency that is sending you the payment.

(e) You agree that we may hold funds we receive on your behalf for a reasonable period of time while attempting to identify a Deposit Account if you have either: (i) not yet identified a Deposit Account, or (ii) closed your prior Deposit Account but still have other accounts open with us.

(f) Additionally, you agree that we may, without prior notice to you, place a hold on your Account if we are notified that any transfer of funds received by you through Zelle is subject to a dispute or may have been obtained through fraudulent or criminal acts. You agree that, in addition to placing a hold, we may, without prior notice to you, return such funds and debit your Account in the amount of the returned transfer.

(g) We may return all or part of any Transfer Transaction to the sending financial institution, at any time and in our sole discretion, if either: (i) we are unable to establish that you are the intended recipient of the Transfer Transaction; (ii) you do not enroll with the Transfer Service the specific email address or telephone number the sending Zelle User has provided to us for you; (iii) we reasonably believe that completing the Transfer Transaction would violate any Applicable Law ; (iv) the Zelle User sending the funds has exceeded any of the sending limits established by the Zelle User's Financial Institution for Transfer Transactions; (v) you have exceeded or will, by receiving the pending Transfer Transaction, exceed any of your receiving limits for Transfer Transactions; (vi) we are

advised that either the Zelle User's Financial Institution, the Zelle User initiating the Transfer Transaction, or the owner of the Funding Account from which the payment was made, has alleged that the Transfer Transaction was fraudulent or unauthorized; or (vii) you do not identify a Deposit Account within a reasonable time, not to exceed fourteen (14) calendar days, after you are sent notice of a pending Transfer Transaction.

(h) You agree that you are responsible for the full amount of any Transfer Transaction we credit to your Funding Account which is later reversed for any reason. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed Transfer Transaction, plus any applicable fees, from your Funding Account or from any other Account you have with us, without prior notice to you. You agree that you, and not we, will be responsible for resolving any payment dispute with any Zelle User from whom you receive money through a Transfer Transaction.

(i) You understand and agree that the extent to which a Transfer Transaction discharges an underlying obligation you have to the recipient of a Transfer Transaction, or an underlying obligation owed to you by the sender of a Transfer Transaction, will be determined by your agreement with the other party and other Applicable Law.

10. SENDING MONEY; DEBITS BY NETWORK BANKS.

(a) You may send money to another Zelle User at your initiation or in response to that Zelle User's request for money. **For your protection, you should only send money to people you know and trust.** You understand that use of the Zelle Service by you shall at all times be subject to (i) these Zelle Service Terms and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. **You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Service.** If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

(b) In most cases, when you are sending money to another Zelle User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a Zelle User, either in the Zelle mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a Zelle User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. If the recipient is not enrolled as a Zelle User, once the recipient completes Zelle enrollment, the Zelle transfer will generally take between a few minutes to three (3) business days to be sent or received. The recipient has fourteen (14) calendar days to complete Zelle enrollment once they receive a notification to enroll with Zelle to receive funds. After fourteen (14) calendar days, the payment will expire.

(c) The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements or Applicable Law. If we delay or block a payment that you have initiated, we will notify you in accordance with your Zelle User preferences (i.e., email, push notification).

(d) You acknowledge and agree that Bank has no control over the actions of other Zelle Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended Zelle User.

(e) We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number of fund transfers allowed by the rules governing the applicable accounts (which may be set forth in your Enrollment Package, Master Agreement, and/or related account disclosures). We may from time to time, for security and risk management reasons, modify the limit, the frequency, and the dollar amount of transfers you can make using the Zelle Service.

(f) You agree that any Transfer Transaction to a Zelle User's account which is not with a Network Bank will also be governed by the Rules and any applicable card network rules (e.g., Visa or Mastercard).

(g) We may, in our sole discretion, permit you to add a description or comment concerning the Transfer Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the payment to your recipient that you will not include inappropriate or abusive language, emojis, messages, or content in the description or comment. You agree that we may monitor the contents of the description or comment and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

11. LIABILITY.

(a) BANK'S LIABILITY TO YOU UNDER THESE ZELLE SERVICE TERMS IS LIMITED PURSUANT TO THE TERMS OF THE MASTER AGREEMENT. FOR

THE AVOIDANCE OF ANY DOUBT, AND NOTWITHSTANDING ANY OTHER PROVISION OF THESE ZELLE SERVICE TERMS OR THE MASTER AGREEMENT, YOU AGREE THAT BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY NON-GEORGIA BANKING COMPANY FINANCIAL INSTITUTION; (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE NON-GEORGIA BANKING COMPANY FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO TRANSFER FUNDS RECIPIENTS' EMAIL ADDRESSES OR MOBILE PHONE NUMBERS PROVIDED TO US.

(b) Neither Bank nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of Bank or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither Bank nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Service.

(c) THE ZELLE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE SERVICE (E.G., IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

(d) EXCEPT AS OTHERWISE PROVIDED IN THESE ZELLE SERVICE TERMS, THE MASTER AGREEMENT, OR PURSUANT TO APPLICABLE LAW, YOU AGREE THAT YOU, AND NOT BANK OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER ZELLE USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE SERVICE.

(e) IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF BANK OR ZELLE, THEIR OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).

12. SEND LIMITS.

(a) If you attempt to send, receive, or request payment(s) in excess of your limit, such payment may be rejected. If you are permitted to send, receive, or request payment(s) in excess of your limit, such payment shall be subject to these Zelle Service, and Bank is not obligated to accept similar payment(s) at other times. The daily limit for sending money is $500.00 per transaction and $500.00 over any calendar day, commencing 12:00 A.M. Eastern Time, ending at 11:59 P.M. Eastern Time, unless you request a higher limit and such limit is approved by Bank.

(b) Transfer limits applicable to Zelle Users of other financial institutions are governed by the Zelle User's Financial Institution's transfer service agreements. Transfer limits applicable to Zelle Users who use the separate Zelle transfer service website or mobile app are governed by Zelle's separate transfer service agreements.

(c) Bank and Zelle reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Zelle Service without prior notice to you, unless otherwise required by applicable law or regulation. For example, in the event that your use of the Zelle Service has been suspended and reinstated, you understand and agree that your use of the Zelle Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the Zelle Service. Your transfer limits may vary from those of other Zelle Users, depending upon criteria we establish from time to time.

13. REQUESTING MONEY.

(a) You may request money from another Zelle User. You understand and acknowledge that Zelle Users to whom you send payment requests may reject or ignore your request. Neither Bank nor Zelle guarantee that you will receive money from other Zelle Users by sending a payment request, or that you will receive the amount that you request. Neither Bank nor Zelle accept responsibility if the other Zelle User rejects or ignores your request, or sends you an amount that is less than you request. If a Zelle User ignores your request, Bank may decide (or Zelle may decide), in our sole discretion, that we will not send a reminder or repeat request to that Zelle User.

(b) By accepting these Zelle Service Terms, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Service to (i)

request money for the payment or collection of an overdue or delinquent debt, (ii) request money that is owed to another person, or (iii) collect any amounts that are owed pursuant to a court order. In addition to your indemnification obligations under these Zelle Service Terms and and the Master Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

(c) You agree to receive money requests from other Zelle Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by Bank or by Zelle. Neither Bank nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

(d) Bank reserves the right, but assumes no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

(e) Small business customers may not send payment requests to out of network Zelle Users enrolled with Zelle.

14. TRANSACTION ERRORS. With respect to the Zelle Service, you understand that (i) we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf and (ii) financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

15. LIABILITY FOR FAILURE TO COMPLETE TRANSFERS.

(a) In addition to (and not as a substitute for) the limitations on Bank's liability set forth in the Master Agreement, Bank makes no representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate Bank may provide concerning the completion date for the Transfer Transaction is only an estimate and is not binding on Bank. You understand and agree that Bank has no control over the actions of other Zelle Users, or of other financial institutions (including Zelle User's Financial Institution(s)), that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if: (i) the receiving Zelle User does not enroll with the Zelle Service; (ii) the receiving Zelle User does not enroll with the Zelle Service the specific email address or telephone number you have provided to us for them; (iii) through no fault of ours, you do not have enough money in your Account to make the transfer; (iv) the transfer would go over the credit limit on a credit account linked for overdraft protection; (v) the Zelle Service was not working properly and you knew about the breakdown when you started the transfer; (vi) Bank has reason to suspect that the transaction is unauthorized, or has placed restrictions on the use of the Zelle Service or your enrolled Account for security reasons; (vii) the funds in your Account are frozen (for example, because of a court order) and we are not legally permitted to complete the transfer; (viii) you have failed to use the Zelle Service, any applicable mobile application, or your Account in accordance with our instructions (including the terms of any deposit account agreement and/or the Master Agreement); (ix) circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; or (x) there is some other exception stated in any of our agreements with you.

(b) Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a Zelle User cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the Transfer Transaction is not completed, we will notify you to contact your intended recipient. If you do not have enough money in your Funding Account to make a Transfer Transaction, we may reject your request to initiate the Transfer Transaction.

(c) We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Zelle User or from a Zelle User's Financial Institution to block your attempts to use the Zelle Service to initiate Transfer Transactions with that Zelle User or customers of that institution.

16. AUTHORIZATION FOR FUND TRANSFER, SUSPENSE OF FUNDS, NO RIGHT TO CANCEL OR STOP PAYMENT. With respect to the Zelle Service:

(a) You agree that each payment instruction you give us is an authorization to make a funds transfer on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the Transfer Transaction and to place the funds in a suspense account pending completion of the Transfer Transaction. You understand and agree that in the case of a Transfer Transaction to a person who has not yet enrolled in the Zelle Service, or if your Funding Account has been open for less than thirty (30) calendar days, we may hold your funds in the suspense account for up to fifteen (15) business days before either returning the funds to you or sending them to the recipient.

(b) You also agree that the Zelle User's Financial Institution receiving the funds for a Transfer Transaction may hold those funds for a reasonable period of time while attempting to identify a Deposit Account for a Zelle User who has either: (i) not yet enrolled in the Zelle Service; (ii) not yet identified a Deposit Account; or (iii) closed the recipient's prior Deposit Account but still has other accounts open with the Zelle User's Financial Institution.

(c) You understand that the Zelle User's Financial Institution receiving the funds may require a Zelle User to manually accept each funds transfer you send to the Zelle User. If the Zelle User does not accept the funds transfer within the time frame set by the Zelle User's Financial Institution, the funds will be returned to you. You understand and agree that we have no control over whether or not the Zelle User's Financial Institution will require manual acceptance, or how long the Zelle User's Financial Institution will hold the funds before returning them. You authorize us to act as your agent in receiving and processing any return of funds or Notification of Change received through the ACH system.

(d) Transfer Transactions that have been processed cannot be cancelled or stopped. You agree that you, and not we, will be responsible for resolving any payment dispute with any Zelle User to whom you send money through a Transfer Transaction, except as otherwise provided by Applicable Law.

17. FEES. There are no fees that apply to the Zelle Service. However, we may at any time change the fees that apply to the Zelle Service, which will be disclosed on Bank's Fee Schedule and notice thereof provided to you as required by the Master Agreement and Applicable Law. If we process a transaction in accordance with your instructions that overdraws your Account with us, we may assess a fee for any such overdraft in accordance with Bank's Fee Schedule or your Account Agreement (as applicable). Bank is not be liable for failure to pay any transfer request unless it is drawn against available funds in the designated Account. You will be responsible for paying any telephone company, or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Zelle Service. Fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply.

18. USE OF OUR ON-LINE BANKING SITE AND/OR MOBILE APP. You agree to access our online services website ("GBC Business Direct") and/or mobile app in compliance with our Terms of Use and Terms of Use-Mobile, which are available at https://georgiabanking.com/terms-of-use and https://georgiabanking.com/terms-of-use-mobile, respectively, which are incorporated into and made part of these Zelle Service Terms.

19. CANCELLATION OF THE SERVICE. We may, at any time and without prior notice to you or other Zelle Service participants, suspend or terminate the Zelle Service, with or without notice except as required by Applicable Law, without liability to you or any other Zelle User or third party. You may cancel the Zelle Service at any time by calling 1-866-711-4530 Option 3 or emailing treasurysolutions@georgiabanking.com. We may from time to time make available additional or new features to the Zelle Service. Your use of such additional features may require our approval, at our sole discretion, and additional terms and conditions may apply.

20. RIGHT TO TERMINATE ACCESS.

(a) The termination provisions of the Master Agreement shall apply to these Zelle Service Terms. Any termination of these Zelle Service Terms shall not affect any of Bank's rights or your obligations with respect to any Zelle transaction initiated by you prior to such termination, or your payment obligations with respect to the Zelle Service prior to termination, or any other obligations that survive termination of these Zelle Service Terms. Your obligation with respect to any transaction shall survive termination of these Zelle Service Terms until any applicable statute of limitation has elapsed.

(b) In the event your access to the Zelle Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that these Zelle Service Terms, or any revised or amended version hereof in effect at the time of reactivation or reinstatement, will continue to apply to your Transfer Transactions and use of the Zelle Service.

21. INDEMNIFICATION. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Service, and except as otherwise provided in these Zelle Service Terms, you agree that your indemnification obligations to Bank and Zelle with respect to the Zelle Service are governed by the Master Agreement.

22. POWER OF ATTORNEY.

(a) For as long as you are using the Zelle Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding and Deposit Accounts, complete fund transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to Funding and Deposit Accounts, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the Zelle Service as provided in this Agreement and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; *provided*, *however*, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

(b) You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of Bank and your use of the Zelle Service. We will not be responsible for any acts or omissions by these persons.

(c) YOU ACKNOWLEDGE AND AGREE THAT WHEN BANK AFFECTS A FUND TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that Bank, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in these Zelle Service Terms.

23. MISCELLANEOUS.

(a) Subject to these Zelle Service Terms, the Zelle Service is generally available twenty-four (24) hours a day, seven (7) days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally is available Monday through Friday, excluding U.S. bank holidays.

(b) Zelle and the Zelle-related marks are wholly owned by Early Warning Services, LLC and are used herein under license. These Zelle Service Terms contain confidential and proprietary information of Early Warning Services LLC or its Affiliates and may not be disclosed to others than the employees, officers, directors, and legal counsel of the entity to whom it was originally distributed (and those of such entity's Affiliates) who have a need to review this document in connection with such entity's participation in the services offered by Early Warning Services LLC or its Affiliates. It must not be duplicated, published, or used for any other purpose than originally intended without the prior written permission of Early Warning Services LLC. Information in this manual is believed to be accurate and reliable. However, no responsibility, financial or otherwise, is accepted for any consequences arising out of the use or misuse of this material. If you do not agree with any of the foregoing terms, any and all printed or electronic copies of this document must be destroyed immediately.

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WebCD SERVICE TERMS

1. GENERAL. These WebCD Service Terms contain the terms and conditions under which Bank may provide Customer with an electronic portal to download statements and statement details, such as images of the front and back of checks, deposits, and items associated with deposits and Customer's ability to analyze Customer's customers transactions, and the ability to search within transaction data ("WebCD Services") at Customer's request.

2. AUTHORITY. Both Administrators and Users will have access to the WebCD Services. In addition to any indemnification requirements in the Master Agreement, Customer hereby indemnifies and holds Bank harmless against any and all loss, cost, damage, or expense suffered or incurred by the Customer arising out of or in any way related to the misuse or unlawful or unauthorized use of any Administrator or User or authority by any person.

3. LIABILITY; DISCLAIMERS; INDEMNIFICATION. For the avoidance of doubt, in addition to any further limitations on Bank's liability that are provided in these WebCD Service Terms or exceptions thereto, and except as otherwise expressly required by Applicable

Law, Bank's liability shall be limited as set forth in the Master Agreement and all disclaimers set forth therein shall apply to the WebCD Services provided under these WebCD Service Terms. For the avoidance of doubt, in addition to the indemnification obligations contained in these WebCD Service Terms, Customer shall indemnify and hold harmless Bank to the extent provided for in the Master Agreement.

4. **FEES**. Customer authorizes Bank to debit its designated account for services provided under these Service Terms in accordance with the terms of the Master Agreement, Bank's Fee Schedule, and any other disclosure of charges provided by Bank. Bank may change its fees from time to time upon written notice to Customer.

5. **TERMINATION OF SERVICES**. The termination provisions of the Master Agreement shall apply to these WebCD Service Terms. Any termination of these Service Terms shall not affect any of Bank's rights or Customer's obligations with respect to any transaction initiated by Customer, or Customer's payment obligations with respect to the WebCD Services performed by Bank prior to termination, or any other obligations that survive termination of these WebCD Service Terms. Customer's obligation with respect to any transaction shall survive termination of these WebCD Service Terms until any applicable statute of limitation has elapsed.

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MASTER TREASURY MANAGEMENT AGREEMENT

EXHIBIT A

ARBITRATION CLAUSE

We have put this arbitration clause (the "Clause") in question-and-answer form to make it easier to understand. However, the Clause is part of the Master Treasury Management Agreement between Bank and Customer (the "Master Agreement") and the Services provided by Bank to Customer thereunder, and is legally binding on Bank and Customer, as well as any Guarantor of Customer who has executed a Limited Guaranty as required by Bank. As used herein, the terms "you," "your" and "yours" refer to Customer (and each Guarantor), and the terms "we," "us," "our" and "ours" refer to (1) Bank and any assignee of Bank's rights; (2) their parents, subsidiaries and affiliates; (3) the employees, directors, officers, shareholders, members and representatives of all these entities; and (4) any person or company that is a party to a Claim (as defined below) you pursue at the same time you pursue a related Claim against any of us.

Background and Scope.

Question	Short Answer	Further Detail
What is arbitration?	**An alternative to a court case.**	In arbitration, a neutral third party (a "Neutral") solves Claims in a hearing. It is less formal than a court case.
Is it different from court and jury trials?	**Yes.**	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are limited. Courts rarely overturn arbitration awards.
What is this Clause about?	**The parties' agreement to arbitrate Claims.**	Any party may elect to arbitrate or require arbitration of any "Claim" as defined below.
Who does the Clause cover?	**You and us.**	This Clause governs you and us.
What Claims does the Clause cover?	**All Claims (except certain Claims about this Clause).**	This Clause governs all "Claims" that would usually be decided in court and are between us and you. In this Clause, the word "Claims" has the broadest reasonable meaning. It includes contract and tort claims (including intentional tort claims) and claims under constitutions, statutes, ordinances, rules and regulations. It includes all claims even indirectly related to the Master Agreement, the Services provided thereunder, any Guaranty or our relationship with you. It includes claims related to marketing and disclosures, privacy and customer information. It includes claims related to the validity in general of the Master Agreement, the Services provided thereunder, or any Guaranty. **However, it does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not the Neutral to decide.**

MASTER TREASURY MANAGEMENT AGREEMENT

Process. Arbitration Fees and Awards.

Question	Short Answer	Further Detail
Who handles the arbitration?	**Usually AAA**	Arbitrations are conducted under this Clause and the rules of the arbitration administrator in effect at the time the arbitration is commenced. However, arbitration rules that conflict with this Clause do not apply. The arbitration administrator will be either: • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • Any other company picked by agreement of the parties. If both options are unavailable, a court will pick the administrator. **No arbitration brought on a class basis may be administered without our consent by any administrator that would permit class arbitration under this Clause.** The arbitrator will be selected under the administrator's rules. For an arbitration managed by the AAA, the AAA Commercial Arbitration Rules will apply, and the AAA Expedited Procedures will apply to any dispute where the aggregate of all Claims and the aggregate of all counterclaims each are in an amount less than $500,000. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Claims be brought in court?	**Sometimes.**	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	**Yes.**	**For Claims subject to this Clause, you give up your right to:** **1. Have juries decide Claims.** **2. Have courts, other than small-claims courts, decide Claims.** **3. Serve as a private attorney general or in a representative capacity.** **4. Join a Claim you have with a claim by any other person without our consent.** **5. Bring or be a class member in a class action or class arbitration.** **We also agree to these limits, including the right to a jury trial and to have courts decide Claims you wish to arbitrate.**
Can you or another party start class arbitration?	**No.**	**The Neutral is not allowed to handle any Claim on a class or representative basis.** This Clause will be void if a court rules that the Neutral can decide a Claim on a class basis and the court's ruling is not reversed on appeal.
What happens if part of this Clause cannot be enforced?	**It depends.**	If any portion of this Clause cannot be enforced, the rest of this Clause will continue to apply, except that: (A) If a court rules that the Neutral can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Clause will be void. **AND**

Question	Short Answer	Further Detail
		(B) If a Claimant brings a Claim seeking public injunctive relief and a court determines that the restrictions in this Clause prohibiting the Neutral from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties agree to request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. **In no event will a Claim for class relief or public injunctive relief be arbitrated.**
In sum, what options do I have in order to assert Claims against you?	**Subject to limited exceptions, most Claims are subject to arbitration.**	All Claims subject to this Clause must be decided in: (1) an individual arbitration; (2) a lawsuit if (and only if) the defendant does not demand arbitration (including an individual small-claims action you bring); or (3) a lawsuit that solely addresses a Claim for public injunctive relief, but only as provided under the caption "What happens if part of this Clause cannot be enforced?"
What law applies?	**The Federal Arbitration Act ("FAA").**	The Master Agreement and the Services provided thereunder involve interstate commerce. Thus, the FAA governs this Clause. The Neutral must apply substantive law consistent with the FAA. The Neutral must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Clause ineffective?	**No.**	This Clause stays in force even if the Master Agreement or Guaranty ends or you go into or through bankruptcy.
What must a party do before starting a lawsuit or arbitration?	**Send a written Claim Notice and work to resolve the Claim.**	Before starting a lawsuit or arbitration, the complaining party ("Claimant") must give the other party written notice of the Claim (a "Claim Notice"). The Claim Notice must explain in reasonable detail the nature of the Claim and any supporting facts. If you are the Claimant, you must send the Claim Notice to us by email attachment, with the words "Claim Notice" in the subject field. You or an attorney you have personally hired must sign the Claim Notice and must provide your full name and a phone number where you (or your attorney) can be reached. A collections letter from us to you will serve as a Claim Notice. Once a Claim Notice is sent, the Claimant must give the other party a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis.
How does arbitration start?	**Mailing a notice.**	If the parties do not reach an agreement to resolve the Claim within 30 days after the Claim Notice is received, the Claimant may commence a lawsuit or arbitration, subject to the terms of this Clause. To start arbitration, the Claimant picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit may be brought and any existing lawsuit must stop.

MASTER TREASURY MANAGEMENT AGREEMENT

Question	Short Answer	Further Detail
Will any hearing be held nearby?	**Yes.**	The Neutral may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on written filings and/or a conference call. However, any in-person arbitration hearing must be held in Atlanta, Georgia or another place reasonably convenient to you.
What about appeals?	**Very limited.**	Appeal rights under the FAA are very limited. Except for FAA appeal rights, the Neutral's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.
Do arbitration awards affect other disputes?	**No.**	You and we agree that no arbitration award under this Clause will have any effect on issues or claims in a dispute we have with anyone who is not a party to the arbitration, nor will an arbitration award in disputes that do not involve you have any impact in an arbitration involving you.
Who bears arbitration fees?	**The administrator's rules will usually govern,**	The administrator's rules usually govern who needs to pay filing, administrative, hearing and Neutral fees. However, we will always pay these fees to the extent required under applicable law or if payment is required to enforce this Clause.
When will we cover your legal fees and costs?	**Usually if you win.**	We will pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Clause.
Will you ever owe us for our attorneys' fees?	**Only for bad faith.**	The Neutral can require you to pay our attorneys' fees if (and only if): (1) the Neutral finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Clause invalid.
Can an award be explained?	**Yes.**	A party may request details from the Neutral, within 14 days of the ruling. Upon such request, the Neutral will explain the ruling in writing.