



**Community West Bank**

*Let's work together™*

**Treasury Management  
Disclosure and Agreement**

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## TERMS AND CONDITIONS

This Agreement contains the general terms, conditions and service descriptions governing each Community West Bank Treasury Management product (a "Service"). These terms and conditions shall be construed, and the rights and obligations of the parties determined in accordance with California law, except as otherwise stated below.

As used herein, the terms "we," "our," "us" and "CWB" mean Community West Bank.

The terms "you" and "your" mean you, our client, using a Service and anyone acting on your behalf. The term "Business Day" is any day on which our headquarters office or branch offices are open to the public to conduct substantially all business functions. The term does not include Saturdays, Sundays, and holidays when our headquarters office or branch offices are closed.

### Commencing a Service

Prior to commencing a Service, you will open and maintain with us one or more demand deposit, or other deposit accounts (individually "Account" and collectively "Accounts") as we shall require providing you a Service. You shall maintain in each Account good and collected funds sufficient to conduct each transaction on the Account. We shall have no obligation to conduct a transaction that may result in an overdraft in an Account.

If an overdraft is created in any Account, you shall repay the overdraft and shall pay any associated service fees at once. If a Service requires us to extend credit to you or on your behalf, you shall meet our credit criteria.

You authorize us to obtain information about your credit history or financial situation from third parties to open an Account or to provide a Service. You will provide us information about your financial situation from time to time as we may reasonably request. You shall immediately advise us of any material adverse change in your financial condition.

The Service will commence upon completion of the Service Requirements stated below and acceptance by us.

### Rules Governing a Service

Each Service is subject to its user guide, processing description, procedures, instructions, online help screens, or other documentation (collectively "User Documentation") provided to you by us from time to time. In addition, each Service is subject to the applicable provisions of any software license affecting the Service; the Operating Rules of the National Automated Clearing House Association ("NACHA Rules") and the rules of any other funds transfer system or clearing house through which funds are sent when we provide a Service, as the same may be amended from time to time; the laws of the state of California (without reference to the conflict of law rules of California); and applicable Federal law and regulations. Accounts established in connection with a Service are subject to the terms and conditions in our Account Agreement and Disclosures brochure, the applicable account agreement (signature card) for the Account(s) and the applicable fee schedule(s) as amended from time to time. The terms and conditions of the current Account Agreement and Disclosure are incorporated herein by this reference. In the event of a conflict between this Agreement, the Terms and Conditions of Your Account, and the other agreements, disclosures, or schedules to which an Account is subject, the terms and conditions of this Agreement shall control.

## SERVICE REQUIREMENTS

You will furnish us all data, documents, authorizations, and agreements we require in order to provide a Service (collectively "Data"), and you must do so in the form and within the time we require. You will make and retain copies of all Data provided to us. You are responsible for the accuracy, completeness and authenticity of all Data submitted to us.

All checks, drafts, deposit slips, and files used in connection with a Service shall meet our specifications. You will provide samples of the checks, drafts, deposit slips or files purchased or created by you for use in connection with a Service for our approval at least fifteen (15) days prior to proposed use or as required by terms of the Service.

## RELIANCE ON DATA; DATA DELIVERY; SAFEGUARDING DATA

We are entitled to rely and act upon the Data submitted by you to us and we shall have no obligation or responsibility to audit, check or otherwise verify the Data. If the Data submitted by you to us is incomplete, not in our required format or if we discover an error in the Data, we may delay performance of a Service and, at our option, require you to correct, complete or resubmit the Data. If Data is delivered late to us for any reason, we may also delay performance of a Service. Any delay allowed hereunder may be for such time

as we determine. We shall be entitled to additional compensation for our cost or expense attributable to a delay. We will attempt to notify you prior to incurring any additional expense for which you will be liable, but we are not required to do so.

Data furnished by you to us in connection with a Service will be safeguarded by us to the same extent that we safeguard our own similar data. We acknowledge your Data to be your proprietary information and we will not use your Data without your prior consent except to provide a Service and for other purposes as required or permitted by law. See our Privacy statements at [www.CommunityWestBank.com](http://www.CommunityWestBank.com).

## EMAIL COMMUNICATION

If you attempt to communicate with us by electronic mail ("email"), we may not read your email immediately. You should not rely on email if you need to communicate with us immediately. If the email you send to us is not secure, the Data or other information contained in it may be read by unauthorized persons. We are not responsible for the acts of unauthorized persons.

## EQUIPMENT AND SOFTWARE

The provision of a Service may require that you maintain equipment and software that is compatible with our systems or the systems of our vendors and maintains at least the level of security we require. We may change our requirements from time to time and you are responsible to meet our requirements. Unless we provide otherwise, you are solely responsible for the selection, installation, maintenance and operation of your equipment and software. You will, at your own cost and expense, maintain in good working order all hardware and equipment necessary for a service and implement, on a regular basis, back-up measures to a service. We assume no responsibility with respect to any errors, failures, or malfunctions of your equipment or software, or for any computer virus or related problems that may occur with your use of any computer or telecommunication network.

To use a Service, you must have your own Internet Service Provider ("ISP") or other means of accessing the Internet, the necessary computer equipment, and a compatible browser supporting 256-bit encryption. We do not endorse or provide an ISP or other means of accessing the Internet. If you obtain an ISP or other means of accessing the Internet, you may incur charges from your ISP or other Internet access provider. We are not responsible for the actions or inactions of your ISP or other Internet access provider. Software, ISP or other Internet access provider requirements may change from time to time and may affect your ability to access a Service. We are not responsible for any error, failure or malfunction of your computer or software, or for any computer virus or related problem that may occur with your use of a Service. We are not responsible for any security breach, compromise, intrusion, misuse and/or failure on or involving your firewall, computer hardware, computer software, computer network and/or systems, and/or any other hardware and/or software (collectively, your "Computer System") through which you access a Service, including, without limitation, any virus, worm, trojan horse, malware, spyware, or other similar harmful or malicious software, program or application on your Computer System. Furthermore, we are not liable for (a) any unauthorized access to your accounts via a Service, (b) any unauthorized transactions that may occur on your accounts and/or (c) any losses, damages, liabilities, costs and expenses (including attorney's fees) (collectively, "Losses") to you arising by reason and/or as a result of any such security breach, compromise, intrusion, misuse and/or failure of your Computer System.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF A SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE AND ANY INFORMATION, COMPUTER EQUIPMENT AND COMPUTER SOFTWARE MADE AVAILABLE TO YOU FOR USE IN CONNECTION WITH A SERVICE, IS PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU HAVE KNOWLEDGE THAT WE MAKE NO WARRANTY THAT A SERVICE WILL BE UNINTERRUPTED, TIMELY, AND SECURE OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO A SERVICE AND ALL INFORMATION, COMPUTER EQUIPMENT AND COMPUTER SOFTWARE INCLUDED IN OR ACCESSIBLE FROM A SERVICE. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## RELIANCE ON THIRD PARTIES

The provision of a Service may depend upon your or our ability to obtain and provide access to third-party networks including telecommunication networks. In the event any third-party network is unavailable or in the event we determine, at our discretion, that we are unable to 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 the unavailability of access.

If an ISP is required to provide a Service, you must obtain your own ISP and you are responsible for the ISP fees. We do not endorse or provide an ISP.

You may use a messenger or other courier, or armored carrier approved and authorized by us, to deliver to us or to receive from us Data and banking transactions. You acknowledge that any such courier is your agent, unless otherwise stated, and that we shall have no responsibility or liability for any Data or transaction until the Data or transaction is received and receipted by us at our designated location. Even if we shall agree to pay for the cost of the courier, you assume all risk of loss of Data or transactions while in the possession of the courier. You are responsible for reconstruction of all your Data or transactions in the event of its destruction or loss.

## DEADLINES

A Service may be subject to deadlines or processing cutoff times as described in the applicable User Documentation for the Service or otherwise communicated to you by us from time to time. Instructions or Data received after a deadline or cutoff time are deemed received on our next Business Day. We may accept and attempt to process instructions or Data received by us after our deadline or cutoff times, but we shall have no obligation to do so and shall not be responsible if we accept and attempt to process instructions or Data and are unable to do so until our next Business Day.

## STATEMENTS AND REPORTS

You shall promptly review the reports and statements provided to you by us for accuracy and completeness. You shall immediately notify us of any error in a report or statement provided to you. Reports and statements for which no notice of error is received within ten (10) Business Days shall be deemed correct.

## ELECTRONIC STATEMENT AGREEMENT

You agree to the following provisions regarding Electronic Statements (“eStatements”):

1. You are enrolling in the eStatement service through AccessWest® business online banking, and you are affirmatively consenting to receive your designated loan, checking and/or savings periodic account statements electronically. If your Community West Bank account(s) is owned jointly with another person(s), any one of you may consent to receive electronic disclosures and eStatements and that person’s election to access eStatements shall apply to all of you. The person submitting this consent to the Agreement represents and warrants that they are authorized to do so on behalf of all owners, that they have informed or will inform all other account owners of this change and will indemnify and hold Community West Bank harmless for failure to do so.
  - a. Indemnification. The person submitting this consent to the Agreement shall defend, indemnify and hold Bank and its affiliates, and each of their members, managers, officers, directors, shareholders, employees, contractors, agents and representatives harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (including reasonable attorney fees) arising out of or resulting from (i) violation of this Agreement or applicable law, (ii) misuse of this Agreement, or (iii) the submission of this consent to the Agreement.
2. You are agreeing to discontinue the receipt of a paper statement for the account(s) you designate for eStatements.
3. You agree to receive bank notices and regulatory notices through the Bank’s website or online banking site.
4. You have the right to revoke your consent at any time to eStatements and instead receive paper statements.
  - a. You must contact us via email at [cwbcashmanagement@communitywestbank.com](mailto:cwbcashmanagement@communitywestbank.com) or by contacting us at (844) 830-5346.
  - b. A fee for paper statements may be assessed.
5. You must notify us about any change in your email address.
  - a. You must contact us via email at [cwbcashmanagement@communitywestbank.com](mailto:cwbcashmanagement@communitywestbank.com) or by contacting us at (844) 830-5346.

### Technical Requirements:

1. A personal computer with internet access.
2. Enrolled in Online Banking with Community West Bank.
3. Software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader.
4. To retain a copy of the eStatements and other documents, your device must have the ability to download and store or print PDF files.

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## SECURITY PRACTICES AND PROCEDURES

### Security of Equipment

You will maintain and regularly update the security of your computer system using anti-virus software programs and other deterrent systems reasonably necessary to prevent unauthorized access to your computer system. You shall take reasonable precautions to prevent the introduction of any disabling procedures (including, but not limited to, software lock, malicious logic, worm, trojan horse, bug, time bomb, etc.) into your software or our software. You are responsible for your failure to maintain or update the protection of your computer system and we are never liable to you for any loss arising by reason of your failure to do so.

Without limiting this provision in any way, you acknowledge and agree that a Service may require you to communicate with us via email, the Internet and/or other electronic means and that such communications could fall victim to interception and/or access by unauthorized third parties. We require you to utilize prudent and reasonable computer hardware and software security measures and Security Items (as hereinafter defined) and to follow certain minimum-security practices and procedures ("Security Practices and Procedures") in order to reduce the risk of unauthorized access to and use of your accounts via a Service by third parties. YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO UTILIZE SUCH COMPUTER HARDWARE AND SOFTWARE SECURITY MEASURES AND SECURITY ITEMS AND/OR TO FOLLOW SUCH SECURITY PRACTICES AND PROCEDURES SHALL RELIEVE US OF ANY LIABILITY TO YOU FOR UNAUTHORIZED ACCESS TO AND/OR USE OF YOUR ACCOUNTS OR UNAUTHORIZED TRANSACTIONS INITIATED ON YOUR ACCOUNTS THROUGH A SERVICE.

To maintain secure communications and reduce fraud, you agree to protect the security of your username, personal identification numbers, passwords, security tokens, codes, marks, signs, public keys, or other means of identification (each, a "Security Item" and collectively, "Security Items") to access and/or use your accounts via a Service. Among other things, you agree to maintain and regularly update the security of your computer system through which you access a Service, including, without limitation, by installing, maintaining, and regularly updating antivirus and antispymware identification and removal software. You shall take all commercially reasonable precautions to prevent the introduction of any disabling procedures (including, but not limited to, a software lock, malicious logic, worm, trojan horse, bug, or time bomb, etc.) into your software or our software that might disrupt our equipment or software, or the equipment or software of other users of this Service. We reserve the right to block your access to a Service to maintain and/or restore security to the Service, communitywestbank.com website (and/or CWB-related website) and/or any other CWB systems if we believe in our sole and absolute discretion that any of your Security Items has been or may be obtained or is being used or may be used by any unauthorized person.

YOUR FAILURE TO INSTALL, MAINTAIN AND/OR REGULARLY UPDATE ANTIVIRUS AND ANTISPYWARE IDENTIFICATION AND REMOVAL SOFTWARE SHALL RELIEVE US FROM RESPONSIBILITY FOR ANY LOSSES TO YOU ATTRIBUTABLE TO SUCH FAILURE, EXCEPT AS MAY OTHERWISE BE REQUIRED BY LAW.

WITH RESPECT TO BUSINESS CUSTOMERS, WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES ARISING BY REASON OF YOUR FAILURE TO MAINTAIN THE SECURITY OF YOUR COMPUTER SYSTEM.

You agree that complying with the Security Practices and Procedures shall not relieve you of your obligation and responsibility to exercise independent judgment about security and additional steps or procedures needed to prevent cyber fraud, unauthorized access to and/or use of your accounts via a Service.

Accordingly, you agree to take all additional commercially reasonable security measures in using the Service as circumstances may dictate over time. You further agree to take all commercially reasonable security measures necessary to prevent disruption to the operations of CWB's computer systems and the Service.

### Password Security, Usernames, and Personal Identification Numbers

We have established security procedures to be followed in connection with online services and mobile services using the Internet ("Security Procedures") for the purpose of verifying that a payment order or other instruction is from you. You understand and agree that the Security Procedures are chosen by you and are intended to determine whether (1) access to the online service or mobile service is by authorized persons, and (2) any instructions or other transmissions received by CWB through the Internet ("Instructions") are authorized, but that the Security Procedures are not (unless otherwise specified in writing) intended to detect any errors in the content or transmission of such Instructions. You shall promptly notify us of any suspected breach of security of the online banking or mobile banking services (whether or not involving Bank employees) of which you have knowledge. We will distribute passwords, verification codes or other Security Items, which are a part of and included in the Security Procedures, directly to you. You agree to be bound irrevocably by any instructions received by us through the online service or mobile service using the Internet ("Instructions")

and accepted and authenticated by us in compliance with the Security Procedures, whether or not authorized. When you use an online service or mobile service, you acknowledge that you have been advised of the various Security Procedures employed by us, that you understand and agree to them, and that the Instructions you issue to us by means of the Internet under this Agreement will employ the Security Procedures. You agree that the Security Procedure used by you is a commercially reasonable method of providing security against unauthorized payment orders. We reserve the right to change the Security Procedures upon reasonable written notice to you, provided that we may change the Security Procedures immediately without prior notice if we determine that such action is necessary to address a security risk, in which case we shall notify you of the change as soon as is practicable after the change. Any change to the Security Procedures undertaken or proposed by us shall not reduce or impair the level of security provided for the online banking or mobile banking services.

You understand that all passwords, usernames, and Personal Identification Numbers ("PINs"), (individually a "Security Item" and collectively "Security Items") that we may require you to use and the security instructions we may require you to follow in connection with a Service are part of our security procedures for the Service are confidential. If required for a Service, you shall appoint a System Administrator or contact person authorized to act on your behalf in assigning Security Items and functionality and in originating or confirming instructions for a Service. If permitted by a Service, you may appoint more than one System Administrator. You agree to notify us at once in writing of any change in your System Administrator or contact person, or any of them. You agree to always safeguard the Security Items and security instructions and to establish and maintain procedures to assure their confidentiality. You agree not to disclose the Security Items and security instructions to any person or entity except your authorized personnel with a need to know. You shall adhere to the Security Practices and Procedures we provide you from time to time. You agree to train employees, as applicable, regarding the risks associated with any sharing or disclosure of Security Items and security instructions (including but not limited to sharing with other employees, if any) and will maintain procedures to prevent unauthorized disclosures and use of Security Items and security instructions. Your failure to provide such training and/or maintain such procedures which contributes to a loss or damage to you or onto your account (including, without limitations, any loss of funds deposited [or intent ended to be deposited] in it) to an unauthorized transfer of funds shall relieve us of responsibility or liability for the losses or damage otherwise attributable to us, to the extent of your contribution. If any Service is terminated for any reason, you will, with respect to that Service, (i) immediately cease using the related Security Items and (ii) return to us all related Security Items and security instructions we provided to you or, at our option, destroy any related Security Items and security instructions. You will advise us at once in the event you believe a Security Item or security instruction has been compromised by unauthorized disclosure.

You understand that actions not part of our standard security procedures that we may take to detect an erroneous transaction or unauthorized request, or instruction are determined at our sole discretion. Such actions shall not be deemed a part of our standard security procedures and we are not liable to you if we do not use such actions or any of them in each circumstance.

You understand that one or more of the Services may require you to contact us using the Internet or other electronic means. You understand that the Internet and other electronic means of communication may enable the communication to be accessed by unauthorized third parties. You understand that the equipment and software security levels we require including the use of secure file transmission protocol ("SFTP") and the use of the Security Items and security instructions are intended to minimize the risk of access by unauthorized third parties. Your failure to maintain our required security levels or your failure to use our required Security Items and to follow our required security instructions shall relieve us of any liability to you for unauthorized access to your accounts or unauthorized transactions initiated on your accounts arising by reason of your failure.

As part of our security procedures, we may establish a dollar limitation for transactions initiated by you. If we establish a limitation, we will advise you of the amount of that limitation.

## Reliance on Security Items

We may require that you initiate or authenticate transactions under a Service, including but not limited to transactions involving the deposit or the withdrawal of funds from any deposit account maintained with us set up on a Service, using one or more Security Items.

The account transactions that you initiated or authenticated through a Service using one or more Security Items shall be deemed authorized transactions and we are entitled to rely upon the Security Item or Security Items provided to us in accordance with our Security Practices and Procedures to initiate or authenticate each such transaction whether or not authorized and WITHOUT REGARD TO THE SIGNING AUTHORITY ON THE ACCOUNT.

You are responsible for maintaining the confidentiality and security of your Security Items that we may require you to use and the security instructions we may require you to follow in connection with the Security Practices and Procedures, and you are responsible for the use of such Security Items.

For business clients, if required for your access to or use of a Service, you shall appoint a System Administrator or contact person authorized to act on your behalf in assigning Security Items and functionality and in originating or confirming instructions for a Service.

You agree to retain exclusive control of the Security Items and not to disclose the Security Items and security instructions to any person or entity except, as applicable, to your authorized personnel with a need to know. You shall adhere to the Security Practices and Procedures regarding Security Items that we provide you from time to time. You agree to train employees, as applicable, regarding the risks associated with the sharing, disclosure, and appropriate handling of Security Items and security instructions (including, but not limited to, sharing with other employees, if any) and will maintain procedures to prevent unauthorized disclosure and use of Security Items and security instructions. Your failure to provide such training and/or maintain such procedures shall relieve us of liability for losses relating to your account (including, without limitation, any loss of funds deposited [or intended to be deposited] therein) to the extent that such failure contributes thereto.

If a third party by whatever means obtains your Security Items, we are authorized to rely upon and assume without further inquiry that the party to whom you disclose such Security Items is authorized to do anything that you can do with the Security Item at any time. We are not liable for any Losses arising from the use of your Security Items by any such third party whether the use is within the scope of your intended authorization or not. FAILURE TO PROTECT SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PERSON ACCESS TO YOUR ACCOUNTS AND/OR YOUR INFORMATION RELATING TO THEM AND ENABLE THAT UNAUTHORIZED PERSON TO CONDUCT TRANSACTIONS ON YOUR ACCOUNT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO ASSUME FULL AND COMPLETE LIABILITY ARISING FROM UNAUTHORIZED USE OF SECURITY ITEMS.

You will advise us at once in the event you believe a Security Item or security instruction has been compromised by unauthorized disclosure. You understand that actions not part of our Security Practices and Procedures that we may take to detect an erroneous transaction or unauthorized request, or instruction are determined at our sole discretion. Such actions shall not be deemed a part of our Security Practices and Procedures, and we are not liable to you if we do not use such actions or any of them in each circumstance.

You agree to properly maintain all accounts you have with us, to comply with the rules governing these accounts, and to pay any fees associated with the use or maintenance of these accounts.

## RESPONSIBILITY OF SYSTEM ADMINISTRATOR AND USERS

When a Service requires that you designate a System Administrator, the System Administrator you designate is responsible to identify persons authorized to access and use the Service and is also responsible to assign to such persons Security Items (passwords, usernames, and PINs) which are required by us for such access and use. (PLEASE NOTE, your System Administrator may designate one or more Users with similar authority to your System Administrator. You and your System Administrator are responsible to control the actions of any System Administrator or User.) By using the Security Items, the persons assigned Security Items will be able to conduct transactions on any deposit account set up on a Service. Transactions include but are not limited to viewing information from the accounts set up on the Service, transferring funds between accounts set up on the Service and transferring funds from such accounts to third parties, depending on the Service being provided. You understand and agree that any System Administrator may assign Security Items to persons not otherwise authorized to sign and conduct transactions on one or more deposit accounts set up on the Service. Such an assignment will result in a change in signing authority on each deposit account set up on the Service. Transactions initiated in accordance with our requirements for a Service using Security Items are deemed authorized notwithstanding the signing authority otherwise stated in the deposit account agreement or applicable signature card. You are responsible to control and monitor your System Administrator and any Users to ensure that your Security Items are known only to and used only by the person or persons you intend to be properly authorized to access and use a Service. FAILURE TO PROTECT SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PARTY ACCESS TO YOUR ACCOUNTS AND YOUR ACCOUNT INFORMATION AND ENABLE THAT PARTY TO CONDUCT TRANSACTIONS ON YOUR ACCOUNT. YOU ASSUME THE RISK OF UNAUTHORIZED USE OF SECURITY ITEMS. YOU ARE RESPONSIBLE FOR THE ACTS OF EACH SYSTEM ADMINISTRATOR AND ANY USER ADMINISTRATOR AND YOU ASSUME THE RISK OF LOSS FOR ALL SUCH ACTS.

## INTERNAL CONTROLS

We strongly recommend that all clients maintain reasonable internal control.

As a business client, you are required to and shall maintain commercially reasonable internal controls, including but not limited to, segregation of certain duties, such as accounts payable and accounts receivable and initiation and confirmation of transaction, to help prevent the misuse of your accounts. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES ARISING BY REASON OF YOUR FAILURE TO MAINTAIN COMMERCIALY REASONABLE INTERNAL CONTROLS.

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## FUNDS TRANSFERS

If a funds transfer instruction (as defined in Division 11 of the California Uniform Commercial Code) is received, deemed authorized and processed by means of the Security Procedures you agree upon for the Service, you acknowledge that you are responsible to pay the amount of the funds transfer even if the instruction is in error or is fraudulent. You acknowledge that the recipient of a funds transfer instruction may pay solely based on the account or other identifying number in the instruction even if the name of the beneficiary and the number on the records of the recipient do not agree. You acknowledge that we are not responsible to provide you notice of an incoming funds transfer upon receipt and that we may provide notice to you on your account statement.

## PROPRIETARY RIGHTS

You acknowledge that all computer programs, systems, and software used in providing a Service and all information relating to them, including but not limited to User Documentation, is our property and has great commercial value to us. You shall not disclose information about this property without our prior written consent, and you shall not acquire any proprietary interest or right in this property because of your use of a Service. This provision shall survive the termination of the Service.

## CONFIDENTIALITY

You and we acknowledge that all information concerning the other party provided in connection with a Service shall be maintained in confidence and shall not be used or disclosed to any third party without prior written consent, except as may be necessary to perform a Service or as required or permitted by applicable law or regulation.

## FEES AND EXPENSES

You shall pay our fees, charges and other costs and expenses for each Service as specified in the applicable schedule of fees and charges or other document(s) provided to you from time to time as well as the fees and charges of others necessary to provide a Service. We reserve the right to change our fees and charges at any time. Refer to the most recent applicable schedule of fees for the services provided to you.

## DISPUTES

### STANDARD DISPUTE RESOLUTION CLAUSE FOR TREASURY MANAGEMENT

Maintaining a good relationship with you is very important to us. If you have a problem, misunderstanding or concern about your account, a service we provide you or any matter that involves your relationship with us, you should contact us immediately. We often find your telephone call, email, or visit to your branch gives us the opportunity to resolve the matter as quickly as possible. However, if you and we are not able to resolve differences informally, you agree that by opening or maintaining a deposit account or safe deposit box, by entering into any agreement with us which incorporates the terms and conditions of this Treasury Management Services Disclosure and Agreement, or by accepting a banking service from us, that, at our request or at your request, any and all disputes between you and us, regardless of when they arose, will be resolved. Resolving account disputes provisions of CWB's then current terms and conditions of your account.

Any dispute arising out of or relating to a Service which you and we are unable to resolve informally shall be submitted for resolution in accordance with the terms of the Community West Bank Standard Dispute Resolution Clause for Treasury Management, subject to resolution accordance with the terms and conditions of your account disclosure.

### Dispute Definition

A "dispute" is any disagreement between you and us which you and we are not able to resolve informally. It includes any claim or controversy of any kind which arises out of or is related to this Treasury Management Services Disclosure and Agreement and any service provided by us. "Dispute" includes claims based on broken promises or contracts, torts (injury caused by negligent or intentional conduct), breach of duty or any other wrongful action. It includes statutory, common law and equitable claims.

## LIMITATION OF LIABILITY

As a condition precedent to our liability hereunder, you must immediately notify us in writing of any alleged failure to exercise care or breach of a duty to you arising under this Agreement but in no event later than ten (10) Business Days following the day on which such alleged failure or breach was or could reasonably have been discovered by you.

When providing a Service, we shall exercise at least the same degree of care commonly exercised by banks of similar size when providing a similar Service to clients in California. EXCEPT AS OTHERWISE SPECIFICALLY AGREED IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING A SERVICE OR ANY COMPUTER PROGRAM OR SOFTWARE PRODUCT PROVIDED IN CONNECTION WITH A SERVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WE ARE NOT LIABLE AND, AS SUCH, EXPRESSLY DISCLAIM ANY AND ALL LIABILITY, FOR ANY LOSSES ARISING FROM THE USE (REGARDLESS OF WHETHER SUCH USE IS AUTHORIZED OR UNAUTHORIZED) OF YOUR SECURITY ITEMS, INCLUDING, WITHOUT LIMITATION, ANY LOSSES ARISING FROM THE THEFT OR COMPROMISE OF A SECURITY ITEM AND/OR A THIRD PARTY'S DUPLICATION AND/OR USE OF A SECURITY ITEM.

We will not be liable for any loss, expense, error or delay, including but not limited to delay in processing Data or delivery of a report required under a Service, or the inability to provide a Service caused by accident, labor unrest, flood, pandemic, fire, electrical or mechanical failure, software defect, computer failure, an act or omission or delay by you or any third party (including but not limited to an act or omission of any ISP or any telephone or telecommunications carrier), legal constraint, act of God or any other cause or condition beyond our reasonable control. We will not be liable to you for any damage arising out of or related to our performance or non-performance of a Service other than damage actually incurred resulting directly from our failure to exercise reasonable care in performing the Service or breach of a duty to you arising under this Agreement.

You acknowledge that it is not possible for each Service to be totally free from operator, programming or equipment error, and that errors in processing and compiling Data may occur. You agree to review and verify all results and to maintain controls to determine the accuracy of Data transmission and for the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the Data for the period in question and to submit corrected reports at our own expense.

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF CWB AND ITS AFFILIATES AND LICENSORS, AND ITS AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "CWB PARTIES") TO YOU ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ITS IMPLEMENTATION EXCEED THE GREATER OF THE TOTAL AMOUNT OF FEES PAID BY YOU TO US HEREUNDER OR FIVE HUNDRED UNITED STATES DOLLARS (US \$500). EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE CWB PARTIES BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGE, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS, USE AND/OR MISUSE OF DATA, ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE A SERVICE, WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF SUCH DAMAGE. We shall be liable to you only for Losses that result from our failure to exercise ordinary care or to act in good faith in providing the Service to you.

This provision will survive the termination of the Service and this Agreement.

## INDEMNITY

You will, at all times, defend, indemnify and hold us harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, costs, expenses and attorneys' fees, settlements, judgments or recoveries of third parties which may be asserted, brought or awarded against us arising out of or relating to: (i) any act or omission by you or any third party pertaining directly or indirectly to a Service, or (ii) any act or omission by us which is based upon Data or other information supplied to us by you, provided that we exercised reasonable care, as stated herein, and acted in good faith.

We shall indemnify and hold you harmless against all claims that your authorized use of the Services infringes or violates any United States patent, copyright, trade secret or other proprietary right of any third party. We shall defend and settle, at our sole expense, all suits or proceedings arising out of the foregoing, if you give us prompt written notice of any such claim and provided you reasonably cooperate with us and allow us to control the defense and settlement negotiations. We shall not enter into any settlement or compromise which creates any liability or obligation (whether legal or equitable) on your part without your prior written consent. In all events you shall have the right to participate in the defense of any such suit or proceeding through counsel of your own choosing and at your expense provided that our decisions with respect to the defense and settlement negotiations shall be final. If a Service, or any portion of the Service, is held, or in our reasonable opinion is likely to be held, to infringe or violate any United States patent, copyright, trade secret, or other proprietary right of any third-party, we may at our option and sole expense, either: (a) secure for you the right to continue use of such Service; (b) replace such Service with a substantially equivalent service not subject to such claim; (c) modify the Service so that it becomes no longer subject to such claim.

Notwithstanding the foregoing, we shall have no liability for any third party claim of infringement based upon (a) your failure to implement any change to the Service provided by us if such infringement would have been avoided by your implementation of such change; (b) you use, operate or combine the Service with a program, data, equipment or documentation not recommended or provided by us, if such infringement would have been avoided but for such use; or (c) you use the Service in a manner beyond the scope of the Service if such infringement would have been avoided but for such use. The foregoing constitutes our entire liability and your sole and exclusive remedy with respect to any third-party claims of infringement of such intellectual property rights.

This provision will survive the termination of the Service and this Agreement.

## AMENDMENT

We may amend these terms and conditions from time to time. As used herein the term "amend" includes the addition or deletion of terms and conditions. Notice of amendment will be in writing. Unless otherwise required by law or our agreement with you, notice of amendment may be provided by posting notice of the amendment in our branches for a reasonable period of time, enclosing the notice with the periodic statement for your account, mailing notice to you at the address given in our records, posting the notice on our website, [www.communitywestbank.com](http://www.communitywestbank.com), or otherwise making it available to you. You agree that your use of a Service following our providing you notice as stated above means that you accept and agree to be bound by all the terms and conditions of the amended terms and conditions of this Agreement. Do not use a Service if you do not accept and agree to be bound by all the terms and conditions of this Agreement as amended.

## TERMINATION

Either you or we may terminate a Service and its associated agreement at any time, with or without cause, upon reasonable notice to the other party. We may stop providing a Service and terminate our agreement to do so at once if: (a) we determine that you are in material breach of any term or condition stated herein; (b) if you or we close a Account required to be maintained to enable us to perform a Service; (c) the confidentiality of a Security Item or the security instructions is compromised; (d) we have reason to believe that an unauthorized transaction has taken or may take place involving your Account or a Service; (e) there is a material adverse change in your financial condition which, in our opinion, may affect your ability to perform one or more of your obligations under this Agreement; (f) you become insolvent or the subject of a bankruptcy or dissolution proceeding; (g) we are uncertain as to any person's authority to give us instruction regarding your Account or a Service; or (h) your Account or a Service becomes inactive as determined by us.

If any Service is terminated for any reason, you will, with respect to that Service, (i) immediately cease using the related Security Items and (ii) return to us all related Security Items and security instructions we provided to you or, at our option, destroy any related Security Items and security instructions.

## AUTHORIZATIONS

You and each signer of an agreement or document on your behalf represents and warrants to us that (a) the signers of an agreement for a Service and the signers of all related documents have the power and authority to execute and deliver the agreement and the related documents on your behalf and, when executed, the agreement and related documents are binding upon you; (b) you have obtained all necessary authorizations from each person or entity owning or holding a deposit account set up on a Service to conduct each transaction which is provided by the Service, including, but not limited to, authorizations to debit the account for a transaction originated by use of the Service; and (c) you have the authority to give to us these representations and warranties.

## NOTICES

Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective upon receipt. Notices may be sent to your place of business as determined from our records. Notices to us should be sent to us by using the return address printed on the Authorization and Agreement page.

## MISCELLANEOUS

You shall not use a Service or initiate a funds transfer or other payment in violation of any State or Federal law or regulation, including but not limited to illegal internet gambling.

These terms and conditions and the agreements incorporated herein contain the entire agreement between you and us with respect to the matters covered. No other agreement, statement or promise made by either you or us or by any employee, officer, or agent of

either you or us that is not in writing and signed by both you and us is binding, except that we may amend these terms and conditions upon prior written notice to you.

These terms and conditions inure to the benefit of and are binding upon you and us and each party's successors and assigns. No assignment may be made by you without our prior written consent. Nothing in these terms and conditions restricts our right to effect an assignment by merger, reorganization, sale of corporate assets or other corporate change.

If there is conflict between any provision or part thereof in this Agreement and applicable federal or state law, or a provision or part thereof is held to be invalid, illegal, void, or unenforceable, then this Agreement shall be deemed modified to the extent necessary to comply with applicable law and the remaining provisions, or other parts or applications of such provision, in this Agreement shall not be affected.

We reserve the right to waive the enforcement of any of the terms and conditions of this Agreement with respect to any transaction or series of transactions. Any such waiver shall not affect our right to enforce any of our rights with respect to other clients or to enforce any of our rights with respect to later transactions with you and shall not be deemed to modify the terms and conditions of this Agreement.

## ELECTRONIC SIGNATURES, CONTRACTS AND RECORDS

You agree that we may use electronic communications to enter into agreements and contracts between you and us and otherwise to establish terms and conditions for products and services you receive from us. Your consent to or acceptance of the electronic communication or agreement may occur by your clicking "agreed" or similar terms, or by your subsequent use of a product or service, or otherwise as may be specified in the communication or agreement or as provided by law (subject to any limitations set forth in the communication or agreement). Your signature and agreement may be obtained by us electronically and includes mouse clicks, keystrokes, your use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication or agreement.

All records we maintain of agreements or transactions under your name or credentials shall be deemed to have been "signed" by you and will further constitute an "original" when printed from electronic or paper records established and maintained by us or our authorized agent in the normal course of business. The foregoing includes, but is not limited to, instances where we or our authorized agent has scanned an original paper copy of a contract or record and maintained the document in electronic form, in the normal course of business. You agree not to contest the authorization for, or validity or enforceability of, our electronic images, records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. You and we further agree that delivery of a signature page to this Agreement by email transmission of a scanned image, facsimile, or other electronic means, shall be effective as delivery of an originally executed signature page. Upon our written request, you agree to manually sign or place your signature on any paper original of any record, contract or "signed" document which we provide to you containing your purported signature."

## SERVICE DESCRIPTIONS AND ADDITIONAL TERMS AND CONDITIONS

### Deposit Reporting

You designate an Account for this Service and select a regular accounting cycle cutoff for the account. Using Magnetic Ink Character Recognition (MICR) printing on your deposit slips, you assign a unique number in the serial field of your deposit slips for each of your depositing locations. At the end of the accounting cycle you have selected, we provide you with a Statement of Activity and a variety of Reports that track your deposit activity. These Reports are further detailed in the User Documentation for this Service.

### Automated Clearing House

Our Automated Clearing House ("ACH") Origination Services enable your company to transfer funds from your designated account to a third-party account (a "Credit Entry") or transfer funds from the account of a third party to your designated account (a "Debit Entry"). A Credit Entry and a Debit Entry are hereinafter referred to collectively as "Entries" and individually as an "Entry" and each Entry is an

# Treasury Management

## Disclosure and Agreement



ACH funds transfer. Entries must be processed through your Account. The "third party" in each case is hereinafter referred to as "Receiver." You may also create an addendum to be sent with the Entries with information pertaining to the ACH funds transfer. Accounts used for offset and chargebacks of Entries must be domiciled at CWB.

Your use of ACH Origination Services is subject to credit qualification.

Our ACH Origination Services provide different means for the creation and transmission of ACH Files which we use to create Entries. You may create and transmit ACH Files through our Business Online Banking Service. You may create preformatted ACH Files through your own software and deliver the ACH Files to us by uploading ACH Files into one of our Online Banking Services. Your designated vendor may create Entries for payments from the payment information provided to the vendor by you, and the vendor may transmit these Entries on your behalf to us for processing through the ACH network.

Initiation and transmission of Entries, whether or not sent through the ACH network, are governed by NACHA Rules and Division 11 of the Uniform Commercial Code governing your Account, as changed from time to time. You act as Originator, and we act as the Originating Depository Financial Institution ("ODFI") with respect to Entries. Unless otherwise defined, capitalized terms used in the User Documentation for these Services have the meanings provided in the NACHA Rules. You agree to be bound by the NACHA Rules.

If you are providing Services for an Originator as a Third-Party Processor you are bound by the requirements of the NACHA Rules. As a Third-Party Processor, you are responsible to enter into agreements binding the Originator to the NACHA Rules. If you do not provide settlement services to your Originator, you are warranting that you have obtained authorization from your Originator authorizing CWB to settle ACH offsetting and chargeback entries to the Originator's account. You will allow us to audit your compliance with these Rules at any time we so choose and agree to furnish any agreements upon request. We may process your Entries either directly or through any mechanism we select. With respect to each Entry, you represent and warrant that, on its Effective Entry Date, on the origination date, and on the date we credit or debit your CWB Account, you have obtained appropriate authorization from each Receiver and the Entry conforms to the authorization requirements of the NACHA Rules for the payment type you are originating, and all consumer payments comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E of the Board of Governors of the Federal Reserve System, as applicable. You also represent and warrant that you will not originate Entries in violation of the laws of the United States. For each Entry initiated you represent and warrant that you are following all applicable Originator obligations and ODFI warranties as they relate to your actions as an Originator, as defined in the NACHA Operating Rules. You agree to indemnify us for any loss, liability, cost, or expense we suffer or incur because of any breach by you of these representations and warranties, including, but not limited to, liability for fines assessed under the National System of Fines for NACHA Rules violations.

Once approved for ACH services, you may originate CCD, CTX or PPD Entries. Other payment types, including all check conversion, Telephone or Internet Entries must be separately approved by CWB, and a separate credit qualification will be required. International ACH Entries are not permitted.

If you are originating online entries, you will conduct the annual security audit as required by the NACHA Rules at your expense and provide a certification letter to us as requested of your compliance with this requirement. The offering and continuance of our providing online initiated ACH Entries processing is dependent upon the receipt of a successful annual audit, as requested.

We generally debit your account for a Credit Entry (including Debit Entry reversals) on the Settlement Date unless you are prefunding your Credit Entries. Prefunding your Credit Entry means that you pay for each Credit Entry by such time before the Settlement Date as we may require. We reserve the right at any time, without notice, to require payment before we process any Credit Entry. We may, at our discretion, provide you with provisional credit for a Debit Entry credited to your account or we may hold such funds in your account pending verification of final payment.

If we reject an Entry you submit, we will attempt to notify you promptly on or before its scheduled Settlement Date, but we shall have no liability to you for any such rejection or for any loss resulting from failure to provide any such notice. If we receive an ACH File after our processing deadline, we will not be responsible for failure to meet the deadlines of the ACH distribution network for processing and transmitting Entries. At your request we will make reasonable efforts to reverse or delete any Entry in accordance with NACHA Rules, but we will have no responsibility for the failure of any other person or entity to honor your request. Returned Entries will be processed and charged back to your designated account. Returned Entry reports will be made available on or after the date of settlement of the chargeback. It is your responsibility to fund your Account to cover any Debit Entry returns processed. An excessive rate of unauthorized returns, as defined by the NACHA Rules or as we shall determine, may result in suspension or termination of your ACH Origination Service.

You may terminate ACH Origination Services by notifying us in writing of your intention to discontinue services and indicating the date on which the last origination items will be initiated by you. Entries received and in process as of the termination date will be processed

through the ACH network and offset settlement will be applied to your designated account. You agree to maintain and appropriately fund your designated offset Account for all transactions in process as of the date of termination. Returns will continue to be received for originated entries for up to 60 business days following the settlement date of your last originated transaction for transactions subject to Regulation E return provisions. You agree to maintain and fund your designated chargeback Account until expiration of the return time frame.

We may immediately terminate use of the Service for any reason, at any time.

## Business Bill Pay

With our Business Bill Pay Service, you initiate bill payments online electronically (as described in the User Documentation) to creditors who have been set up as payees on the system. The payments initiated may be one-time payments scheduled for the current day, one-time payments scheduled for a future date, or recurring payments scheduled for a specified period into the future. The payment will be made from the Account that you select at the time that the payment is initiated.

Each payment you initiate will have a "Deliver By" date, which represents the date by which the payee will receive the payment. Upon payment initiation, the Business Bill Pay Service will default to the earliest Deliver By date for each payee, which will fall between two (2) and seven (7) Business Days from the date that you initiate the payment. You understand and agree that you must select Deliver By date that is no later than the payment due date provided to you by your payee. If the actual due date falls on a non-Business Day, you must select a Deliver By date that is at least one (1) Business Day before the actual due date.

You may pay almost any person or merchant with an address in the United States. While payments to most payees can be made using the Bill Pay Service, we reserve the right to refuse to make payments to certain payees. We recommend that you do not use any of the Bill Pay Services to pay insurance, alimony, child support, tax and other court-directed or government payments, fines, or penalties.

## Remote Deposit Capture

Our Remote Deposit Capture Service enables you, the user, to convert original paper checks that are drawn on or payable through United States financial institutions into digitalized images ("Images") and to electronically transmit the Images to us for deposit into one or more designated accounts with us for collection thereafter by us. Images transmitted to us electronically for deposit are not deemed received until we accept the transmittal at our banking location.

When you commence our Remote Deposit Capture Service we automatically grant you a non-exclusive, non-transferable, non-sub licensable, limited site license to use the Remote Deposit Capture Software, as such Remote Deposit Capture Software may be upgraded or modified from time to time by us, together with copies of all documentation relating thereto which we shall provide to you, for use solely at such location and on such computer equipment of yours as we shall agree. Our agreement respecting the computer and scanning equipment you use shall mean only that the equipment is compatible with the specifications for the Remote Deposit Capture Software. We are not responsible or liable for the actual operation of your scanning or computer equipment, which is between you and its manufacturer or supplier. It is your responsibility to follow the Security Practices and Procedures outlined in this Agreement when using the Service.

You may only use the Remote Deposit Capture Service for the purpose of transmitting to us at our designated location, the Images you intend to be deposited into your designated checking accounts with us. Nothing herein shall grant to you any proprietary right to the Remote Deposit Capture Software, the Remote Deposit Capture Service, or the related documentation. You shall not copy or alter the Remote Deposit Capture Software or documentation in any way. You shall not reverse engineer, reverse compile or disassemble the object codes, source codes or algorithms of the Remote Deposit Capture Software or encumber the Remote Deposit Capture Software or transfer the Remote Deposit Capture Software, or any of your rights, to any other party.

We shall indemnify and hold you harmless from any damage, loss, cost, expense or liability you may suffer or incur or which may be payable to a third party resulting from any claim or action brought by such third party against you alleging that the Remote Deposit Capture Software as installed on your computer equipment infringes upon any United States patent, copyright or trade secret of the third party, provided that you promptly advise of any such claim or action in writing and allow us sole control over the defense or settlement of such action and reasonably assist us, at our expense, in such defense or settlement. We shall have no obligation to you respecting this indemnity if it would not have arisen but for your misuse or modification of the Remote Deposit Capture Software; your failure to use the corrections or modifications we provide to you without charge; or your use of third party software not approved by us for use with the Remote Deposit Capture Service.

Except in the case of our gross negligence or willful misconduct, we shall not be liable for any indirect, incidental, punitive, consequential, special or exemplary damages of any kind or nature whatsoever, including without limitation, lost profits, loss of

business, loss of revenues, loss of data or interruption or corruption of data, even if we are advised of the possibility of such damages arising by reason of or in any way related to the Remote Deposit Capture Service and your use of it. Except in the case of our gross negligence or willful misconduct and our obligation for indemnification as stated herein, in no event shall our maximum aggregate liability related to or in connection with this agreement exceed the lesser of your actual direct damage or \$5,000.

You also understand that we warrant that our Remote Deposit Capture Software as downloaded from the Internet by you is, at the time of download, free from any virus, malicious logic, worm, bug, error, defect or trap door, or similar disabling event that will adversely impact your computer and that it will materially conform to the description of its function and performance set forth in the written documentation we provide to you. However, our warranty will not apply in the event of equipment malfunction, use of the Remote Deposit Capture software on equipment not approved by us, your negligence, misuse, or failure to follow instructions, or if you make any unauthorized changes or modifications to the Remote Deposit Capture Software or you do not permit us to upgrade or enhance or fix or repair the Remote Deposit Capture Software as recommended by us.

Except as stated above, we disclaim all other warranties, express or implied, respecting the Remote Deposit Capture Software, including but not limited to the implied warranties of merchantability or fitness for particular purpose and those arising from a course of performance, a course of dealing or trade usage.

You understand that we do not warrant that the operation of the Remote Deposit Capture Software or any equipment required to perform our Remote Deposit Capture Service will be uninterrupted or error free, or that all deficiencies or errors can or will be corrected.

We will accept your Images and process them through standard clearing processes as adopted by us.

When we review and process your file, we may reject any Image that we in our sole discretion determine to be ineligible for the Remote Deposit Capture Service (each such rejected Image is an "Exception Item"), including, without limitation, Images of checks drawn on banks located outside the United States, Images that are illegible, electronic images of checks previously converted to Substitute Checks (as defined in Check 21), and Images with unreadable magnetic ink character recognition ("MICR") information. We are not obligated to accept for deposit any Image we determine to be an Exception Item. We will attempt to notify you promptly of any Exception Item. You agree we need take no further action respecting any Exception Item and you will not attempt to retransmit for deposit an Image of a check previously determined by us to be an Exception Item without our prior consent. You agree that when an Image is determined to be an Exception Item, thereafter you may only deposit to your account the original paper check on which the Exception Item was based. You acknowledge and agree that even if we do not identify an Image as an Exception Item, the Substitute Check or purported Substitute Check created by us from the Image you transmit may nevertheless be returned to us because, among other reasons, the Substitute Check or purported Substitute Check is deemed illegible by the bank upon which it is drawn or any intermediate collecting bank. Our failure to identify an Image you transmit to us as an Exception Item shall not preclude or limit your obligations stated below.

You represent and warrant to us that:

1. You shall use the Remote Deposit Capture Service only for paper checks payable or endorsed to you, drawn on a financial institution in the United States in United States dollars and intended for deposit by you to your account with us.
2. You shall dispose of original paper checks from which you create an Image transmitted electronically to and received and accepted by us for deposit to your account using our Remote Deposit Capture Service in accordance with instructions from us. You shall maintain control over and responsibility for retention and destruction of any such original paper check. We may provide additional specific internal controls for the use of this service from time to time.
3. You shall provide imaged copies or original documents (if available) to facilitate investigations related to unusual transactions, poor quality transmissions, or to resolve disputes.
4. You shall not transmit to us or to any other person or entity for deposit or credit any Image of an original paper check you have previously transmitted electronically to us for deposit into your account with us which we accepted for deposit or which you previously transmitted to and accepted by any other person or entity for deposit.
5. You shall not deposit to any account of yours with us or any other deposit taking institution or otherwise negotiate or transfer to anyone any original paper check from which you create and transmit to us an Image for deposit, unless following receipt of the transmission we notify you that the Image is an Exception Item not accepted for deposit or that the Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
6. You shall transmit to us only Images that are suitable for processing, including, but not limited to, Images that are legible and contain machine-readable MICR data.
7. You shall endorse all items deposited with "For Remote Deposit" in the endorsement area.

8. You shall conduct periodic audits of the Remote Deposit Capture process, including the IT infrastructure and provide those to us, as requested.
9. You shall allow us to audit your operations, require acknowledgement from you of compliance with these responsibilities and provide any additional information as requested.

You shall indemnify, defend, and hold harmless us, including our parent company, and affiliates and each of our respective directors, officers, employees, agents, and vendors (collectively "Indemnitees"), from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:

1. Any negligent or intentional act or omission by you in the performance of your obligations under this Remote Deposit Capture Service or this Agreement.
2. Any material breach in a representation, warranty, covenant, or obligation of yours contained in this Agreement.
3. The violation of any applicable law, statute, or regulation in the performance of your obligations under our Remote- Deposit Capture Service, this Agreement or Check 21.
4. Our acting as a "reconverting bank" under Check 21 through the creation of Substitute Checks or purported Substitute Checks using an Image or file of Images or an illegible Image transmitted to us by you.
5. Our action as a presenting or collecting bank to the bank on which a check is drawn or to any intermediate collecting bank of an electronic file containing the Image of a check you create hereunder for deposit into your account with us provided we shall have exercised reasonable care in so acting; and
6. Your failure to dispose of an original paper check the Image of which is deposited through our Remote Deposit Capture Service in accordance our instructions. Losses and Liabilities arising from the failure to dispose of any such original paper check shall include, without limitation, consequential damages.

The indemnity obligations stated in 1 through 6 above shall survive termination of the Remote Deposit Capture Service and this Agreement.

We may immediately terminate use of the Service for any reason, at any time.

## Use of Mobile Devices for Remote Deposit Capture

Mobile devices may be used to transmit original paper check images to us for deposit using a wireless device such as a cell phone, smartphone, personal digital assistant, or tablet by means of a downloadable application.

- To access Remote Deposit Capture from your mobile device, you must have or acquire and maintain a compatible handheld mobile device with the ability to capture images and a wireless plan from a compatible wireless carrier or access to a secure Wi-Fi network.
- You may capture and submit Check Images for deposit to CWB within the dollar limits ("Deposit Limits") established for you by CWB. CWB reserves the right to limit the frequency and dollar amount of deposits submitted through your mobile device at any time. If you exceed the Deposit Limits established for you, CWB may in its sole discretion accept or refuse the Check Image deposit. If at any time CWB accepts a Check Image deposit that exceeds your Deposit Limits, CWB will have no obligation to do so in the future. CWB may at any time at its sole discretion raise or lower your Deposit Limits.

## Online Banking Services

### AccessWest® Business Online

Our Business Online Banking Service, AccessWest®, (each an "Online Banking Service and Security") allows you to initiate, request or receive many of the services and features available with your Accounts online electronically over the Internet using your personal computer. These Services provide access to information including: (a) current day account balance and transaction information; (b) prior day account balance and transaction information; and (c) front and back images of checks paid. As available, you can also: (a) initiate funds transfers and receive confirmations; (b) initiate bill payments; (c) request stop payment orders on checks; (f) originate ACH Files; (g) initiate loan advances from CWB revolving line of credits to designated CWB demand deposit accounts. These Services are subject to routine maintenance.

AccessWest® can be used to make loan advances from commercial revolving line of credit, subject to availability, to designated CWB checking accounts. Lender may provide Borrower with access to AccessWest® as a method to make loan advances at Lender's sole

discretion. Borrower acknowledges that Lender can terminate Borrower's access to AccessWest® as a method to make loan advances at the Lender's sole discretion at any time with or without cause. Lender shall be under no obligation to provide the Borrower the reason(s) for terminating Borrower's access to AccessWest® loan advance feature. Borrower further acknowledges that Lender can terminate Borrower's access to AccessWest® as a method to make loan advances without providing Borrower notice of the termination.

Images of checks paid are available online for a limited time following payment as described in the User Documentation.

You may transfer funds between your CWB checking, money market and savings accounts and make loan advances based on the account relationships set up and any restrictions. There is a deadline for submitting an internal transfer for same-day processing.

You may initiate most funds transfers online electronically. Please refer to the Funds Transfer Service description for further details.

As available, you may initiate ACH Files online. You may transmit an ACH File you create using your own software and transmit it to us using an Online Banking Service or you may use the Services to both create and transmit ACH Files to us. Each Online Banking Service and Security provides different means for the creation and transmission of ACH Files. Please refer to the Automated Clearing House Service description for further details.

AccessWest® Online Banking Service provides Positive Pay Service and the ability to submit your checks issued register. The import feature allows you to send your checks issued register to us and the checks issued maintenance feature provides for data entry of your manual registers. The Positive Pay Service allows you to view your exception items and submit your decisions to us. Check images of your exception items are also available on the Positive Pay Service. See the Positive Pay section in this Agreement for details.

A System Administrator is required for these Services, and you are required to use equipment and software with at least the level of security we require and to access us using our required security procedures. See the User Documentation for details.

Other Online Banking Services include Business Bill Pay, Positive Pay, ACH Manager, Wire Manager, and Remote Deposit Capture. See Business Bill Pay, Remote Deposit Capture, and Wire Transfer Service descriptions, respectively, for further details.

## Positive Pay

Our Positive Pay Services are designed to help you identify and resolve suspect check activity in a timely manner.

On or before the Business Day that you issue checks on your designated account, you provide us with a data file giving the issue date, number, and amount of each such check ("Issue Input"). Your Issue Input must be provided to us in accordance with the instructions in the User Documentation for this Service. If you issue a check and deliver it to the payee for payment on the same day, you must immediately notify us of the number and amount of such check. Your Issue Input may be provided to us through our AccessWest® Online Banking Service. See Online Banking Services description for further details.

Each Business Day, we electronically match the serial number and dollar amount of each check that posts to your designated account (individually "Item" and collectively "Items") against the Issue Input provided by you. If an Item matches your Issue Input, we will pay the Item. If an Item does not match your Issue Input, we will identify the Item as an "Exception Item" and report it to you via an "Exception Report."

Your Exception Report is only available to you through our AccessWest® Online Banking Service. To receive your Exception Report you must enroll in the Positive Pay Module of the AccessWest® Online Banking Service. Each Business Day you must promptly review the Exception Report provided for that day. You must assign a "Pay" or "Return" decision to each Exception Item; and return the Exception Report with your decisions to us for processing before our established cutoff time.

If an Exception Item is not assigned a "Pay" or "Return" decision, or if we do not receive a completed Exception Report from you in accordance with instructions in the User Documentation for this Service by our cutoff time, the Exception Item(s) will be returned to the presenting bank with the reason, "Refer to Maker."

Should any check listed on your Issue Input be presented for payment against your designated account at a CWB banking office, our tellers will utilize your Issue Input information to verify that you have issued the check. If the check matches your Issue Input information and meets our usual check cashing requirements, it may be cashed in accordance with our usual procedures. If the check does not match your Issue Input information, we will attempt through reasonable means to contact you for authorization to pay the check. If you cannot be contacted, or you do not authorize payment of the check, the check will not be cashed and will be returned to the presenter with the reason, "Refer to Maker."

## Wire Transfer Service

Our Wire Transfer Service, Wire Manager enables you to submit funds transfer request(s) (“Request(s)”) to us through the online Wire Transfer Service. A “Request” includes payment orders, as defined in Division 11 of the California Commercial Code. You are responsible for all Requests to the fullest extent provided by law and as set forth in this Agreement.

We may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer) to be used when acting upon your Request. You assume the sole responsibility for providing us with accurate transaction information in the form and format that we require. We are not responsible for confirming such information, or for failing to detect and reject duplicate Requests. If you provide us with a Request that is incorrect in any way, you agree that we may charge your accounts for the transaction whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

1. **Payment Account Designation.** You agree to designate the payment account each time a Request is initiated (“Payment Account”). You authorize us to debit the Payment Account, or any other account maintained by you with us for the amount of the Request plus any fees or other amounts due to us in connection with the Wire Transfer Services.
2. **Sufficient Funds.** You agree to maintain sufficient available funds (as determined under our funds availability policy) in the Payment Account to cover all requests and applicable fees, or such higher amounts as we may specify from time to time. You acknowledge that we do not control intermediary banks, including intermediary banks chosen by us, and that we do not control whether intermediary banks deduct fees as part of the processing of a funds transfer. You agree that your funds may be held by us for a period of time during the term of this Agreement and following termination of the Wire Transfer Services, to protect us against any possible losses relating to your use of the Wire Transfer Services. If we do hold funds, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). We may, at our sole discretion, allow overdrafts/overlimits or negative balances, but we also may discontinue the practice at any time with or without prior notice to you. We may prevent or reverse any payments or other service as a means of preventing or recovering any overdrafts or other exposures. If you do not have sufficient or available funds or credit in the Payment Account, we may charge any account of yours with us. Alternatively, and at our sole discretion, we may overdraw your Payment Account and you may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), such overdraft and fee(s) you agree to immediately pay us. Nothing in this Agreement shall be construed as our commitment or obligation to lend you money.
3. **Security Procedures.** The Security Procedures are designed to verify the authenticity but not errors in transmission or content, including discrepancies between account names and numbers of a Request. If we take any action not provided in the Security Procedures in connection with any Request, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. Before using the Wire Transfer Service and before sending a Request to us, you will review the Security Procedures and determine whether they will provide a commercially reasonable method for verifying whether a Request is yours. You agree not to use the Wire Transfer Service if you are unable to determine that the Security Procedures will provide a commercially reasonable method for verifying that a Request is yours. As part of the review, you will consider the size, type, and frequency of Requests you will make or anticipate making, along with such other factors as you may deem relevant or appropriate. If the size, type, or frequency of a Request made by you changes such that the Security Procedure in use by you no longer provide a commercially reasonable method of providing security against unauthorized Requests, you shall notify us. You agree that we will use the Security Procedures to verify the authenticity of a Request, but that the Security Procedures are not designed to and are not used for the purpose of detecting error. We may offer or require you to use additional security authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all of Wire Transfer Services may be limited. The term “Security Procedures” will include any supplemental authentication tools that are offered to you by us. Your continued use of any modified Security Procedures will evidence your agreement that the modified Security Procedures are commercially reasonable for your use of the Wire Transfer Service. If we act on a Request in compliance with the Security Procedures, then you will be obligated on the Request and it will be treated as your Request, whether or not authorized by you. Any Request received by us will be treated as yours and will bind you whether or not we complied with the Security Procedures, if the Request is authorized by you, if the Request is delivered to us directly or indirectly by any authorized representative of yours (“Authorized Representative”), or if you would otherwise be legally bound by the Request, regardless of whether the Request was erroneous in any respect or that any loss would have been prevented if we had complied with the Security Procedures.

4. Recalls, Cancellations, or Amendments. If you inform us that you wish to recall, cancel or amend a Request after it has been received by us, we may, but will not be required to, use our reasonable efforts to assist you to do so, but shall not be liable for any loss, cost or expense suffered by you if we do not, or are unable to, amend, cancel or recall the Request. You hereby agree to indemnify us against any loss, liability, claim or expense (including legal fees) we may incur in connection with assisting you to recall, cancel or amend any Request.
5. Delay or Refusal to Process Request. We reserve the right to, in our sole discretion, delay or refuse to process any requested Wire Transfer Service, including inbound or outbound transfers. We may do so for any reason. We may provide notice to you but are not obligated to do so. Without limiting the foregoing, we may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in your affected account; (b) the Request is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Request contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any laws or rules applicable to you or us; or (f) for any other reason. In addition, we shall be excused from failing to transmit or delay in transmitting a Request if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise may violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.
6. Inconsistencies. If a beneficiary of a Request is identified by both name and account number, payment may be made by us and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and number, we and other financial institutions may rely on the number even if the name and the number are not consistent or identify different parties.
7. Provisional Credit. You acknowledge that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. You agree that when we give you credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until we receive final settlement for the payment order. We may delay availability of provisional funds at our discretion. If we do not receive final settlement, you must return the funds previously credited to your account to us, and the person who sent the payment order will not be treated as having paid you. We may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if we believe in our sole discretion that there may not be sufficient funds in your account to cover chargeback or return of such transaction.
8. Confirmation: Duty to Review and Report. We may provide confirmation of advice based and, in any case, shall include the transfer as part of the account statements provided by us to you. You agree to examine the confirmations and monthly account statements promptly upon receipt or availability, whichever occurs first. You shall notify us immediately and in no event later than ten (10) business days after receipt or availability, whichever occurs first, of the advice or statement of the existence of any errors, unauthorized transactions or irregularities reflected on the confirmation or account statement. Failure to notify us within ten (10) business days shall relieve us of responsibility for errors, unauthorized transactions or irregularities that may arise after the 10th day. Failure to notify us within one year shall preclude you from asserting the errors, unauthorized transactions, or irregularities against us. Notwithstanding the foregoing, we reserve the right to, in our sole discretion, adjust transaction records for good cause after the expiration of said one year period.
9. Foreign Transactions. If you request a funds transfer to a foreign country, including in United States Dollars or in a currency other than United States Dollars, we may transfer the payment in the currency of the beneficiary bank's country at any exchange rate chosen by us. If a Request is returned, you agree that the exchange rate for conversion of the foreign currency into United States Dollars may differ from that used by us to process the initial Request. You agree that we may not be held liable for any loss or damage due to any act, error, or omission of any international correspondent, domestic receiving bank or agent, including the failure of the international correspondent, domestic receiving bank or agent to locate, or error in identifying the named payee, or from failure to effect payment, or due to any other cause whatsoever beyond our control, including the demise or failure of the international correspondent's domestic receiving bank or agent. For any incoming or outgoing wire transfers involving non-U.S.
10. Dollars, foreign exchange rate quotes provided by us may not be considered a foreign exchange contract or guaranteed unless we notify you a contract or guarantee applies. Foreign exchange rates are constantly changing due to market conditions and may

vary based upon the particular currency, transaction amount, time of day, market volatility, and/or other factors influencing the liquidity and our pricing for such currency, and you acknowledge and accept the risk of such fluctuations. Further, the exchange rate used for each particular transaction may be based upon normal retail exchange rates reflecting market conditions, which will be different from the wholesale (bank-to-bank) published rates. FDIC deposit insurance does not insure against any loss due to foreign currency fluctuations. We are not responsible for losses incurred because of the foreign exchange rate applied to the conversion from U.S. Dollars to foreign currency.

11. Cutoff Hours. The cutoff hour for same-day Requests must be received by the most recently published deadline. A Request is considered executed when we execute it. If a Request is received after the cutoff hour or on a day that is not a business day, we may process the Request the following business day.
12. Compliance with Law. You shall comply with all laws, rules, and regulations applicable to you, to your business and operations, and to your use of the Wire Transfer Services, including without limitation, the prohibitions applicable to illegal Internet gambling as well as the Office of Foreign Assets Control sanctions and regulations.
13. Subject Rules and Regulations. You acknowledge that any Request executed by us will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations. You acknowledge and agree that we may capture and transmit information regarding a Request (for example, beneficiary's name, address other beneficiary identifies and beneficiary's account number) as part of the processing of a payment order. You agree to assist us in connection with any requirements imposed on us fulfilling our obligations in this regard.

## Courier/Armored Carrier Services

Our Courier/Armored Carrier services will pick up your deposits at your location and deliver them to Bank per your instructions and delivery schedule. The Bank contracts with the Courier or Armored Carrier on your behalf to provide this service.

1. Courier/Armored Carrier for all purposes shall be Depositor's agent and Depositor shall bear the risk of loss with respect to all deposits and/or Bank documents delivered to Courier/Armored Carrier, until such time as Courier/Armored Carrier delivers the deposit and/or documents to Bank and the Bank has verified and accepted the deposit for credit to Depositor's account with Bank as provided herein.
2. Funds and other Bank documents delivered from Bank to Depositor will be deemed to be received by Depositor when delivered by Bank to Courier/Armored Carrier.
3. Funds and other Bank documents delivered from Depositor to Bank will be deemed to be received by Bank when delivered by Courier/Armored Carrier to the appropriate office of Bank.

Each delivery from Depositor to Bank shall (select one below):

1. Contain no property other than:
  - a. Deposit slip(s) indicating the total dollar amount of such negotiable instruments and the account(s) of Depositor in which such items are to be deposited. ii. Bank documents.
  - b. Currency and coin not exceeding in the aggregate \$ 1,000.00 if using the Courier service.

Bank is not and shall not be insurer of any deposits placed with Courier/Armored Carrier.

1. The Depositor will place in each deposit bag a completed deposit ticket. Bank is authorized to open the bag and credit the contents thereof to the account of Depositor. If the contents of the bag do not conform to the description on the deposit ticket, Bank will deposit such contents as found in the bag. The risk of any loss or shortage is expressly assumed by Depositor. Depositor is urged to retain a photocopy of all deposited items.
2. Upon request, a receipt will be delivered to Depositor on the next scheduled, courier service day. All deposits/transactions can be viewed and verified on the Online Banking site. Please ask your Bank representative for details.

3. Depositor shall not deliver to Courier/Armored Carrier any deposits except deposits to the account of depositor. All deposits must be in an approved, undamaged deposit bag furnished by the Bank. No other deposit container will be accepted by the Bank.
4. Deposits delivered by Courier/Armored Carrier to Bank shall be opened, verified, and credited to Depositor's account on the same business day that it is received by the Bank, unless otherwise notified.
5. The Courier/Armored Carrier scheduled arrival time will be determined upon commencement of service. Deposits should be ready for pickup 15 minutes prior to the scheduled arrival time on the day(s) indicated. Depositor agrees that Courier/Armored Carrier will wait no more than 5 minutes after arrival if the deposit is not ready. Depositor will be given advance notification in the event of any change in Courier/Armored Carrier scheduled arrival time.
6. The fee for this service may be included in the service charge calculated on Depositor's business checking account. The fees are subject to change at any time. This service and the fees charged may be contingent upon Depositor maintaining specified average monthly balances.
7. Bank may terminate this agreement at any time upon written notice, mailed to Depositor at the address given on the Courier/Armored Carrier Services Enrollment Form. Bank may amend the terms of this agreement from time to time on 30 days advance written notice to Depositor.

## Lockbox

Our Lockbox Services enable you to direct your clients and debtors to mail remittances to a designated United States Postal Service Post Office Box ("PO Box") for pickup, processing, and deposit to your designated accounts by us. We provide you with reports that list the items that were processed from a remittance along with all received correspondence.

Our Lockbox Service provides you with Internet access to search, view and print the images of items that were processed from a remittance, to view and print reports and the ability to download your accounts receivables posting file. At your option, exception items can be displayed for you to review and submit payment instruction online for us to post the items.

1. You shall authorize us to open a PO Box in your name, to which we shall have exclusive and unrestricted access. Your authorization shall be in such form as shall be acceptable to the United States Postal Service, and you shall be responsible to pay the PO Box rental fee(s).
2. We will collect all mail received at the PO Box that is properly addressed to the PO Box on Business Days, according to a schedule established and changed by us from time to time. We will return to the United States Postal Service any mail that is incorrectly delivered to the PO Box.
3. We will open all correctly addressed mail and examine it for invoices, cash, checks and other remittances, correspondence, and other materials. You agree to instruct your clients and debtors not to remit cash. Although we have no obligation to process remittances containing cash, we may at our discretion remove cash, hold it and create a memorandum to you of the amount thereof.
4. Remittances, including checks, drafts, money orders and other instruments (individually "Item" and collectively "Items") will be processed according to the procedures and instructions outlined in the Lockbox Enrollment Form and Lockbox Instructions and Checklist completed and submitted to us by you, unless otherwise specified.
5. All Items in proper form may be endorsed by us as permitted by law and deposited to your designated account on the Business Day processed. You warrant that each Item payable to an Authorized Payee may be deposited to your designated account. You may elect to receive a deposit advice daily or otherwise as agreed. Except as otherwise specified, the processing of Items and the availability of funds will be subject to the terms and conditions of the agreement applicable to your designated account and our normal procedures and regulations for deposits.
6. You will furnish to your clients and debtors, at your expense, all invoices, coupons, envelopes and/or other remittance materials.
7. You shall not direct your clients or debtors to mail invoices, coupons and/or remittances to your Box before the start date of this Service as communicated to you by us. Invoices and/or remittances delivered to your Box before the commencement of this Service shall not be processed by us and we shall incur no liability for the non-processing of such invoices, coupons and/or remittances.

## Target Balance/Loan Sweep Account

Our Target Balance/Loan Sweep Account ("TBL") Service enables you to consolidate your funds automatically each Business Day from designated CWB Accounts ("Subsidiary Accounts" – Sub-Accounts) into a designated Concentration Account ("Lead Account"). When checks (individually "Item" and collectively "Items") drawn on a Sub-Account are presented for payment, funds are automatically transferred from the Lead Account to cover exactly the total amount of the presentment. Deposits made to Sub-Accounts are also automatically transferred to the Lead Account. You may have several Lead Accounts and Sub-Accounts in the hierarchy, as well as Loan Accounts (these must be revolving lines of credit and subject to availability). Target balances can be set at each account and will be maintained if funds are available in the Sweep hierarchy.

You will maintain Accounts consisting of a Lead Account(s) and Subsidiary Accounts. Each Business Day, we will transfer funds from the Lead Account to the Subsidiary Account(s) or from each Subsidiary Account to the Lead Account(s), as specified by you on the TBL Enrollment Form, so that the ledger balance in each Subsidiary Account at the close of the Business Day is your predetermined target amount. If there are not sufficient funds in the Lead Account to cover a predetermined target amount on a Subsidiary Account, transfers will only be made up to the amount of the funds available in the Lead Account. You authorize us to execute the funds transfers to or from the designated Subsidiary Account(s) and Lead Account. We will keep the Subsidiary Accounts open even if the Target Balance is zero. We shall not be required to make any transfer from the Lead Account more than the available funds therein, and in the event there are not sufficient available funds in the Lead Account to make all the transfers required, we may allocate the funds among your designated Subsidiary Accounts at our sole discretion.

You shall maintain sufficient available balances in the Lead Account to cover the amounts transferred by us. If the amount of funds available for transfer from the Lead Account or the amount of funds available above the predetermined target amount in the Lead Account is not sufficient to pay all Items presented for payment on any given Business Day, we may return the Items for insufficient funds.

You acknowledge that deposits to the Lead Account and/or Subsidiary Account(s) may not be made available to you until the funds in the deposits are collected, whether or not such funds are transferred to another Account as part of the Service. We determine when funds deposited are made available.

You may issue Items drawn on a Subsidiary Account more than the balance in such Account, provided, however, that the aggregate amount of all such Items and other authorized debits to all the Subsidiary Account(s) and Lead Account do not exceed the available balance in the Lead Account. If the amount of such Items and debits exceeds such balance, we may, at our sole discretion, return or refuse any such Item or debit, impose any fee, and take any other action authorized under our other agreements with you. If we elect to pay any such check or debit and an overdraft result, you agree to repay the amount of the overdraft and any associated fee(s) to us at once.

For Loan Sweeps, when the available funds in the Lead Account exceed the Target Balance, the Bank shall automatically sweep the available funds over the Target Balance to Loan Account as specified on the TBL Enrollment Form. Conversely, when the available funds in the Lead Account are less than the Target Balance, Bank shall automatically sweep available funds from the Loan Account to cover transactions and to maintain the Target Balance in the Lead Account. Loan Accounts are not swept to or from Subsidiary Accounts.

For the purpose of determining availability of funds in the Loan Account for sweep to the Lead Account, funds will not be available in the event (a) Client is in default under any of the terms and conditions of the Credit Line Agreement, or (b) the resulting amount drawn against the Loan Account would be in excess of the credit limit established by the Credit Line Agreement, or (c) the resulting amount drawn against the Loan Account would exceed the Borrowing Base. In the event of any overdraft on the Lead Account due to the unavailability of funds under this Paragraph, Client agrees to repay the Bank immediately without notice, together with any applicable service charges assessed by the Bank.

Client represents to Bank that the sweep services as described in this Agreement are requested by the Client for the sole convenience of Client. Bank shall not be liable for any damages, losses, or liabilities arising out of its performance of the sweep services, or any delay in its performance. In any event, the Bank will not be liable for losses or damages more than the amount of the transaction, including but not limited to any indirect, special, or consequential damages, or damages arising out of wrongful dishonor.