Treasury Management
Master Services Agreement

Treasury Services • Business Online and Mobile Banking

Effective September 1, 2026

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INTRODUCTION

This Treasury Management Master Services Agreement together with any addenda attached hereto, the Acceptance of Treasury Management Services and any Schedules or addendum thereto, any Operating Procedures, and any other documents provided to Company by Bank related to the Services set forth herein (collectively, this "Agreement") applies to your Service(s) with us. By accepting this Agreement, using any of the Services, or accessing your Account(s) using a Service, you agree to the terms and conditions outlined for the Services selected by you, the Company. The Addenda to this Agreement contain the terms and conditions for several different Services. Only the terms and conditions of the Services for which Company authorizes or utilizes shall apply to Company, with the exception of the General Terms and Conditions below, which shall apply to all Services. If Company utilizes any of the Services described in this Agreement or any addendum attached hereto, it is agreeing to the terms and conditions of that Service as described herein. Bank may provide Services that are not specifically included in the Services sections of this Agreement. By accepting and using any such Service, Company agrees that the Services will be governed by this Agreement and any other conditions communicated to Company by Bank. Depending on the Service, we may also ask you to sign required form(s). In some cases, we will need to obtain additional information to establish your eligibility for new and continued use of the specific Services. If anyone you authorize enrolls in or uses any of the Services or accesses your Account(s) using a Service, such authorized user also agrees to the terms and conditions in this Agreement. You and anyone you authorize may begin using the Service when we have received and approved all required and properly executed forms, and you have successfully completed any testing or training requirements. For purposes of this Agreement, capitalized terms not otherwise defined herein shall have the definitions assigned to them in the Definitions Addendum attached hereto.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all the Treasury Management Services provided by Bank through Online Banking and Mobile Banking. Bank and Company agree that this Agreement, including any revisions which may be made from time to time by Bank, will also govern all new Treasury Management Services used by Company in the future.

1. **Disputes.** This Agreement includes an agreement to arbitrate. If there is a dispute between Company and Bank, and the dispute is covered by the Arbitration Agreement, then either you or we may require the dispute to be resolved by arbitration in front of an Arbitrator. This means that you and we will not have the right to a jury or court trial to resolve the dispute or the right to pursue a claim as a class action. You have the right to reject the Arbitration Agreement. Refer to –the Arbitration Agreement Addendum attached hereto for more information.

2. **Account Terms and Conditions.** Company acknowledges and agrees that Company's Accounts maintained with Bank are an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreements, including, but not limited to, the "Terms and Conditions of Your Account", governing Accounts in effect from time to time between Company and Bank (collectively, the "Account Agreement"). The Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement will control over any inconsistent terms and conditions between this Agreement and the Account Agreement. Company acknowledges that it has accepted, signed and executed all agreements, resolutions, signature cards and forms governing Company's Accounts required by Bank. If Company has not signed the foregoing forms required by Bank, by accepting this Agreement and using the Services, Company acknowledges that it has read the contents of and agrees to be bound by the terms of those forms, agreement and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of a person(s) who has signed a signature card or any check on Company's account. Company also agrees to establish all accounts that must be opened in conjunction with any Service provided by Bank.

3. **Company's Acknowledgment and Responsibilities.** By accepting this Agreement and using any of the Services set forth herein, Company acknowledges (i) the inherent risks and responsibilities associated with conducting business via the internet and that there can be no assurance that inquiries or transaction activity will be completely secure, despite any security procedures established by Bank such as firewalls, Login Credentials, and data encryption. Company also understands that access to the System will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium and Company agrees Bank is not responsible for any such delays, malfunctions, or inconveniences; (ii) Company is responsible for maintaining all equipment required for its access to and use of the System and Services; (iii) that Company is authorizing Bank and Bank's affiliates and agents to allow Company access to Accounts via the internet; and (iv) Company is authorizing Bank, and any Designated Service Provider on Bank's behalf, to serve as agent in processing transaction instructions received from Company via the internet and to post such transactions to Company's designated Accounts. Company will comply with such Operating Procedures as Bank may prescribe from time to time and will be solely responsible for the timeliness, accuracy and adequacy of the data entered as well as the completeness of any instructions entered.

   Company is solely responsible for any unauthorized use of the System, and Bank is fully protected in performing any transactions entered whether or not the person actually entering such transactions is authorized by Company to perform the transactions. Further, Bank may rely fully upon any actions or instructions provided when Company accesses the System using Login Credentials, and Company acknowledges that it is fully responsible for the security of its Login Credentials. Bank is not responsible or liable for any actions of a third party as a result of unauthorized access to the System. Company agrees to notify Bank immediately in the event that the Company believes security has been compromised, at which time Bank will employ commercially reasonable efforts to remove Company from the System to prevent any continued unauthorized transactions.

4. **Periodic Statements.** A Periodic Statement will be issued by Bank to Company which reflects credits and debits to the Account.

5. **Contact in Event of Unauthorized Transfer.** If Company believes Login Credentials have been lost or stolen, someone has attempted to use Login Credentials or Mobile Banking without Company consent, Company's Account(s) have been accessed or someone has transferred money without Company permission, Company must notify Bank immediately at Bell Bank at 866-221-1136 or HealthcareBank 866-442-2472 option 2, as applicable.

   Company agrees to notify Bank within a reasonable time not to exceed thirty (30) calendar days after Company receives a Periodic Statement of any discrepancy between Company records and the information in the Periodic Statement. If Company fails to notify Bank of any such discrepancy within thirty (30) calendar days after receipt of such Periodic Statement, Company shall be precluded from asserting any claim against Bank arising from such discrepancy.

6. **Use of Services.** Company will use the Services only for its own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, Company agrees not to make the Services available or allow the use of the Services in a computer service bureau business, timesharing, or otherwise disclose or allow use of the Services by or for the benefit of any third party.

7. **No Consumer Services.** Company acknowledges, represents, warrants, and agrees that the Services provided under this Agreement are not Services intended for personal, family or household purposes. Accordingly, except for approved Personal Accounts linked with Company through Online Banking, the provisions of the EFTA, Regulation E, the consumer provisions of the federal Gramm-Leach-Bliley Act, and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to the Services subject to this Agreement, except to the extent such provisions are expressly set forth herein or are required by law. Bank may terminate this Agreement immediately and without notice to Company if Bank becomes aware that Company is using the Services or the Account(s) for any unauthorized personal, family or household purposes or for other purposes subject to EFTA and Regulation E. Refer to the Personal Accounts Linked to Online Banking Addendum attached hereto for more complete rules and regulations.

8. **Availability.** Bank agrees to make any of the Services which are accessed through the internet, available, other than when System maintenance is being performed, there is an outage with Online Banking, or any other times the System is unavailable due to events outside Bank's control. However, transactions are processed, and information is updated, only on Business Days.

9. **Authorization.** Bank shall be entitled to rely on any verbal or written notice or instruction believed by it in good faith to be given by an Authorized Representative. Bank can rely on the signature on any documents executed in connection with this Agreement to be a valid signature for, and binding upon, all Entities identified in this Agreement and any Schedules or addenda thereto.

10. **Security Procedures.**

    a. Company shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-Related Items. This includes maintaining up-to-date virus and malware protection software and firewall rules. If you refuse a commercially reasonable security procedure that Bank has offered you, you agree that you will be bound by a payment order issued in your name, whether or not authorized, that we

accept in good faith and complete with the security procedure you have chosen. By agreeing to use the Services, Company acknowledges the importance of maintaining the confidentiality of its Login Credentials. Company agrees that such Login Credentials and other security procedures for the Services are commercially reasonable. Company agrees to be bound by any payment order, transaction or Service change order that is acted upon by Bank in accordance with Login Credentials and such other security procedures. Company shall exercise due care in seeking both to preserve the confidentiality of the Login Credentials to prevent the use of the Services by unauthorized persons. It is understood and agreed that implementation by Bank of its normal procedures for maintaining the confidentiality of information relating to Company's Login Credentials where applicable shall constitute fulfillment of its obligation to exercise due care. Bank shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by Company or Account Owner on a Personal Account by reason or in consequence of any unauthorized person gaining access to, or otherwise making use of, the Services.

b. Company must restrict access to the Services to Company's System Managers and System Users granted access by the System Managers. Company acknowledges Bank shall not be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by Company or Account Owner on Personal Account, by reason or in consequence of any action of a System Manager or System User. Company and Account Owner on Personal Account assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Services or disclosure of any confidential information or instructions of Company by Company's employees, agents, or other third parties. Company acknowledges that Bank is entitled to rely upon actions initiated and instructions submitted through the System using Login Credentials with respect to both Company and Personal Accounts.

c. Company shall comply with the security procedures in this Agreement and Company acknowledges and agrees that the security procedures, including (without limitation) any Security Devices used in connection therewith, constitute commercially reasonable security procedures under applicable law for the Services. Company acknowledges that the security procedures are for verification of authenticity and not to detect errors in the transmission or content of transactions and that Company alone bears sole responsibility for detecting and preventing such errors. Company authorizes Bank to follow any and all instructions entered and transactions initiated using applicable security procedures unless and until Company has notified Bank, according to notification procedures prescribed by Bank, that the security procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than user(s) and until Bank has had a reasonable opportunity to act upon such notice. Company agrees that the initiation of a transaction using applicable security procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Company's Account maintained with Bank, and Company agrees and intends that the submission of transaction orders and instructions using the security procedures shall be considered the same as Company's written signature in authorizing Bank to execute such transaction. Company acknowledges and agrees that Company shall be bound by any and all transactions initiated through the use of such security procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by System User(s), to the fullest extent allowed by law.

d. Company agrees to keep all security procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to System User(s). Company agrees to regularly instruct each System User not to disclose or provide any security procedures or Security Devices to any unauthorized person. Bank shall distribute Security Devices to Company and Bank shall otherwise communicate with Company regarding security procedures. Company shall have responsibility to distribute Security Devices to System User(s) and to ensure the proper implementation and use of the security procedures by System User(s). Where Company has the ability to change or modify a Security Device from time to time (e.g., a password or PIN), Company agrees to change Security Devices frequently in order to ensure the security of the Security Device and to frequently train System Users on potential risks of fraud and social engineering schemes arising from or related to Online Banking, ACH Origination and other types of payment-related fraud. Company agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Company believes that any security procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than System User(s) or if Company suspects or should suspect that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may issue Company a new Security Device or establish new security procedures as soon as reasonably practicable, but Bank shall not be liable to Company or any third party for any delay in taking such actions.

e. Without limiting the foregoing, Company warrants that no individual will be allowed to initiate transfers without proper supervision. If Company suspects, knows, believes or has reason to believe that an unauthorized individual has transmitted or attempted to transmit one or more transactions or that the security procedures or other Security Devices have otherwise been compromised, Company agrees to immediately notify Bank and agrees that any transactions received by Bank before or within a reasonable time after such notice to Bank shall be treated as authorized by Company.

f. Company is solely responsible for providing and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Company's possession or under Company's control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any Services. Any material downloaded or otherwise obtained is obtained at Company's own discretion and risk, and Bank is not responsible for any damage to Company's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on Company's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Company's operating systems or accessed through an internet connection.

g. Company acknowledges and agrees that it is Company's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Company agrees to educate System User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Company acknowledges that Bank will never contact Company by e-mail in order to ask for or to verify account numbers, Security Devices, or any sensitive or confidential information. In the event Company receives an e-mail or other electronic communication that Company believes, or has reason to believe, is fraudulent, Company agrees that neither Company nor its user(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Company agrees that Bank is not responsible for any losses, injuries, or harm incurred by Company as a result of any electronic, e-mail, or internet fraud.

h. In the event of a breach of the security procedure, Company agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the security procedure. Company further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Company, Company's agents, law enforcement agencies, or any other third party. Failure of Company to assist Bank shall be an admission by Company that the breach of the security procedure was caused by a person who obtained access to transmitting facilities of Company or who obtained information facilitating the breach of the security procedure from Company and not from a source controlled by Bank.

i. Bank reserves the right to modify, amend, supplement, or cancel any or all security procedures, and/or to cancel or replace any Security Device, at any time and from time to time in Bank's discretion. Bank will endeavor to give Company reasonable notice of any change in security procedures; provided that Bank may make any change in security procedures without advance notice to Company if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Company's implementation and use of any changed security procedures after any change in security procedures shall constitute Company's agreement to the change and Company's agreement that the applicable security procedures, as changed, are commercially reasonable and adequate for the purposes intended.

11. **Security Tokens.** With Online Banking, Bank offers an additional layer of protection through the use of security tokens including 6-digit One Time Password ("OTP") security codes with a 30-second countdown bar. Security tokens are available to Company through a downloadable App or a hardware device with LCD screen.

    Features of security tokens include:

    a. Security tokens are based on strong two-factor authentication, and in order to gain access to Systems and Services, Individual must:

        i. Download VIP Access App to a Mobile Device or VIP Access for Desktop to a desktop computer or request a hand-held security token be issued by Bank; and,

        ii. Contact Bank to link the Credential ID of the downloaded App or hardware token to the Individual's Login Credentials.

    b. Upon logging in to Online Banking, and if an Individual's Mobile Device or browser is not registered, Individual will be prompted to type OTP security code provided by security token to be granted access to Online Banking. The requirement replaces the Secure Access Code process.

    c. Depending on specific Services used by Company where the transfer of funds occur, security tokens are required to electronically authorize the transfer of funds by requiring an Individual to enter an OTP provided by security token at the time of approval and processing for the transfer of funds. For Services that require electronic authorizations via security tokens, fees are disclosed within the fee schedule or any other fee proposal provided in writing for Services.

12. **Third-Party Aggregation Services.** Some third parties offer aggregation services that allow Company to consolidate Account information from different sources so that all Accounts can be viewed at one online or mobile location. These third parties may require Company to provide personal identification information including specific Account information or Login Credentials of the System Manager or System User. By providing this information to an aggregation service or any other third party, Company or Account Owner on Personal Account authorizes the Third-Party Aggregation Service and such other third parties to access Accounts, and to initiate money movement to or from Accounts.

    Any use of a Third-Party Aggregation Service is at Company's own risk. Company is responsible for the use of Accounts or the disclosure of any personal identification information to or by the third party. To revoke access provided to a Third-Party Aggregation Service, Company agrees to contact Bank and request new Login Credentials for the System Manager or System User involved.

    All matters concerning Third-Party Aggregation Service's websites are solely between Company and the Third-Party Aggregation Service. Bank makes no warranties or representations with regard to any Third-Party Aggregation Service's website.

13. **Paperless Statements**. Copies of Company's Periodic Statements are available through Online Banking. Bank may automatically enroll Company in Paperless Statements for all business Accounts associated with the Entities documented in the Agreement or any future addendums.

    If Company chooses to receive Periodic Statements through the U.S. Mail, a System Manager or System User can revoke Paperless Statements at any time. Bank's standard statement delivery fee pursuant to the applicable fee schedule or any other fee proposal provided in writing will apply for the delivery of Periodic Statements through the U.S. Mail. Company should allow ten (10) Business Days to process the revocation of Paperless Statements.

    In addition:

    a. Company must have access to a computer which is able to comply with and adhere to the software and hardware requirements which are required to enable the electronic delivery of Paperless Statements as well as access to the Paperless Statements, which includes having appropriate browser software, such as Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari.

    b. Documents may be in Portable Document Format (PDF). In order to view, download, and print a PDF document, Company must have Adobe Acrobat Reader software or another PDF viewer. Company can download Adobe Acrobat Reader from Adobe's website.

    c. Bank may change the hardware and software required to obtain Paperless Statements at any time with ten (10) calendar days advance notice to Company. If Company chooses not to obtain the new hardware or software, Company may withdraw consent for Paperless Statements and Periodic Statements will then be delivered by U.S. Mail. Bank's standard statement delivery fee pursuant to applicable fee schedule or any other fee proposal provided in writing will apply. Company will remain liable for any other fees disclosed.

14. **Notice and Cure.** If Company encounters an issue with a product or Service, Company shall contact Bank immediately and, in most cases, Bank will be able to quickly resolve the issue. If Bank is unable to resolve the issue, any Claim you may have relating to your Account will be resolved using the procedure described in the Arbitration Agreement Addendum attached hereto. Prior to initiating a lawsuit or an arbitration proceeding as further described in the Arbitration Agreement Addendum attached hereto, you or we, as applicable, shall give the other party a Claim Notice and a reasonable opportunity, not less than sixty (60) days, to resolve the Claim. Any Claim Notice to you shall be sent by mail to the address you provided in connection with your Account (or any updated address you subsequently provide pursuant to this Agreement).

    a. **Bell Bank.** Any Claim Notice to Bell Bank shall be sent by mail to Bell Bank, PO Box 10877, Fargo ND 58106-0877 (or any updated address we subsequently provide).

    b. **HealthcareBank.** Any Claim Notice to HealthcareBank shall be sent to HealthcareBank, PO Box 9184, Fargo ND 58106-9184 (or any updated address we subsequently provide).

    Any Claim Notice you send must include your name, address and information sufficient to identify your Account and explain the nature of the Claim and the relief sought. You may only submit a Claim Notice on your own behalf and not on behalf of any other party unless you are a fiduciary for another account owner. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

15. **Errors or Questions**.

    a. **Bell Bank.** In case of errors or questions about Company's transactions with Bell Bank, Company should notify Bell Bank as soon as possible at 800-450-1529 during customer service hours or in writing to Bell Bank, PO Box 10877, Fargo ND 58106-0877.

    b. **HealthcareBank.** In case of error or questions about Company's transactions with HealthcareBank, Company should notify HealthcareBank as soon as possible at 866-442-2472 option 1 during customer service hours or in writing to HealthcareBank, PO Box 9184, Fargo, ND 58106-9184

16. **Company's Warranties and Indemnity.** Company warrants and agrees that it will perform its obligations under this Agreement consistent with the terms and conditions of this Agreement and all applicable laws and regulations. Company shall indemnify and hold harmless Bank from and against any and all losses, liabilities, penalties, damages, expenses or other harm or injury including reasonable attorneys' fees (including those fees of both in-house and outside counsel) and court costs which Bank may incur or suffer or which may be asserted by any person or entity, arising out of (i) any failure by Company to observe and perform properly each and every covenant of this Agreement, any breach of Company's warranties of this Agreement, or any other wrong doing of Company, (ii) any wrongful act of any affiliate or subsidiary of Company in connection with any Services provided by Bank pursuant to any agreement, regardless of whether any such affiliate or subsidiary of Company has executed such agreement, (iii) any action taken or omitted to be taken by Bank in reasonable reliance upon information provided to Bank by Company or any affiliate or subsidiary of Company, including those granted access to the Accounts of Company, if they are not signers to those Accounts; (iv) if the money in the Account from which a payment or transaction is to be made is subject to legal process or other claims restricting the transaction, or if the circumstances or persons beyond Bank's control prevent, delay, intercept or alter the transaction, despite reasonable precautions that Bank has taken; (v) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by Company to Bank; (vi) any fraud or manipulation by Company or third parties; (vii) any third party claim, action or allegation brought against Bank arising out of or relating to a dispute with Company over the terms and conditions of this Agreement or related to the purchase or sale of any goods or Bank's Services; (viii) Company's violation of any law or rights of a third party; (ix) Company's use or the provision of Bank's products or Services or use of Company's Account by any third party; (x) damages that result from misuse or loss of Company's equipment or misuse of Bank's Services; (xi) Company's failure to exercise ordinary care in connection with its duties hereunder; or ((xii) any actions by a Designated Service Provider or agent of Company that results in a breach of this Agreement by Company. Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Company, in which event Company will cooperate at Company's expense with Bank in asserting any available defenses. Company will not settle any action or claim on Bank's behalf without Bank's prior written consent. By accepting this Agreement, Company agrees to disclosure of Company information to those non-signing System Managers or System Users to which

Company grants access, or to those persons who gain access; provided, however, that Company shall not be required to indemnify and hold harmless Bank from any losses which are caused by Bank's gross negligence or willful misconduct. The provisions of this Section shall survive the termination of this Agreement.

17. **Fraud Detection and Prevention – Positive Pay Indemnification.** Bank is very concerned about the risk of loss from counterfeit, fraudulent, altered, or forged checks and unauthorized ACH debits to which Bank and Company may both be exposed if you do not use our Positive Pay Service. Therefore, we are unwilling to permit you to continue to operate your Accounts without our Positive Pay Service, unless you indemnify and hold us harmless against losses or labilities we may suffer or incur as a result of counterfeit, fraudulent or forged checks and/or unauthorized ACH debts on your Accounts. Accordingly, if you continue to operate your Accounts without your Positive Pay Service, you agree that, to the greatest extent permitted by law, we will not be liable to you, and you will defend and hold us harmless from and against any damage, losses, liabilities, actions, claims including third party claims, suits, judgments, obligations, penalties, costs or expenses of any kind including attorneys' fees and expenses (collectively, "Losses") paid, suffered or incurred by you which arise directly or indirectly out of or in connection with: (a) the acceptance for deposit, payment, negotiation or other processing of any check drawn or purporting to be drawn on your Account if such check happens to be counterfeit or fraudulent or contains a forged signature or the amount of such check is altered or the Payee has been altered; or (b) the acceptance of an ACH debit that is unauthorized or fraudulent, which could have been prevented with the use of the Positive Pay Service. The indemnity provisions set forth in this section shall be in addition to the other indemnity provisions set forth in this Agreement.

18. **DISCLAIMER**. **COMPANY ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. BANK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM COMPANY'S USE OF THE SERVICES. BANK MAKES NO WARRANTY WITH RESPECT TO THE SERVICES TO BE RENDERED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BANK BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR FAULTY SERVICE EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. BANK IS NOT RESPONSIBLE FOR ANY COSTS INCLUDING, BUT NOT LIMITED TO, THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, LOSS OF TIME OR USE OF THE SERVICES, LOSS OF DATA, COSTS OF CONSULTANTS, COSTS OF SUBSTITUTE PRODUCTS, CLAIMS BY THIRD PARTIES, OR OTHER SIMILAR COSTS.**

19. **Restrictions on Use.** Company agrees not to use any Services in, or for, any illegal, fraudulent, unauthorized or improper manner or purpose and will only use the Services in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, Company agrees that Company will not use the Services and System to transmit or disseminate:

    a. junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Company does not otherwise have a legal right to send such material;

    b. material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;

    c. material or data, that is illegal, or material or data, as determined by Bank (in Bank's sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm Bank's reputation or any Designated Service Provider or Third-Party Site involved in the provision of the Services;

    d. material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier;

    e. viruses, banking trojans, worms, malware, ransomware, time bombs, bots, unverified third party applications, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;

    f. any material or information that is false, misleading, or inaccurate;

    g. any material that would expose Bank, or any Designated Service Provider, or Third-Party Site to liability; or,

    h. any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Bank or any Designated Service Provider or Third-Party Site.

    Company agrees that Company will not attempt to:

    a. access any System or Service(s) for which Company's use has not been authorized;

    b. use or attempt to use a third party's account;

    c. interfere in any manner the provision of the Services or System, the security of the Services or System, or other customers of the Services or System; or,

    d. otherwise abuse the Services or System.

20. **Disclosure of Account Information to Third Parties.** It is Bank's general policy to treat Account information as confidential. However, Bank will disclose information to third parties during its course of business, and Company gives Bank the authority to disclose such information about Account or the transactions Company makes, including in the following situations:

    a. where it is necessary for completing transactions;

    b. where it is necessary for activating additional Services;

    c. for our marketing purposes (to offer our products and services to you);

    d. in order to verify the existence and condition of Account to a Designated Service Provider;

    e. in order to comply with a governmental agency, banking regulators, court orders or other legal processes or to report to credit bureaus; or,

    f. if Company gives Bank written permission.

21. **Privacy and User Information.** Protecting your privacy is very important to us. Company will review Bank's privacy policies in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

    a. **Bell Bank.** Bell Bank privacy policies can be viewed by clicking here: https://bell.bank/terms-and-conditions/privacy-policy and https://bell.bank/terms-and-conditions/privacy-policy#CaliforniaPrivacyPolicy

    b. **HealthcareBank.** HealthcareBank privacy policies can be viewed by clicking here: https://www.healthcare.bank/privacy-policy and https://bell.bank/terms-and-conditions/privacy-policy#CaliforniaPrivacyPolicy

    By using or accessing our website or providing personal information to us, you consent to the collection, use, transfer, and disclosure of that information in accordance with our privacy policies and applicable law.

22. **Gathering, Using, and Sharing Data.** Bank or Designated Service Provider may offer sites or applications that permit browsing and do not require registration in addition to offering the ability to enroll, register, or access Accounts online. Information that Bank or Designated Service Provider may collect about Company or Individuals includes names, addresses, and other contact information, IP addresses and geo location; and data resulting from Individual's activity, such as transaction instructions. Bank or Designated Service Provider may also gather additional information, such as the type of device or other device information, browser specifications and operating systems used by Individual. Collecting information may be achieved through cookies, tags, and other technologies including biometric information.

    Cookies may be used to maintain continuity during Individual's online session, gather data about the user of Bank's or Designated Service Provider's site, anti-fraud, and information for security purposes. Cookies also describe locally stored objects in an Adobe folder that remain when an Individual uses the "clear cookies," function within their browser. This type of cookie is used in connection with information security and fraud prevention.

    Individuals may be able to set their browser to reject cookies. However, if Individual chooses to reject cookies, Company acknowledges that Individual cannot access Accounts with Bank, or specific Services offered by Designed Service Providers and access through single sign on to Third-Party Sites will not be accessible. Company agrees that the removal of locally stored objects in an Adobe folder may result in Individual being required to receive and type a Secure Access Code or

OTP each time they log in to Online Banking. The ability to use other features, such as the "Forgot Password" feature, will also be limited.

23. **Force Majeure.** Without limiting the foregoing, neither Bank nor Company shall be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions or other conditions beyond Bank's or Company's control, conditions including but not limited to a blizzard, flood, tornado or any other adverse weather conditions.

24. **Bank's Liability.** In the performance of the Services required by this Agreement, Bank shall be entitled to rely solely on the information; representations and warranties provided by Company pursuant to this Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, Bank shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those Services. In no event shall Bank have any liability for any consequential, special, incidental, punitive or indirect damages Company may incur or suffer in connection with this Agreement whether or not the likelihood of such damages was known or contemplated by Bank and regardless of the legal or equitable theory of liability Company may assert.

    If, for any reason, Bank is adjudged liable to Company, it shall only be to the extent that the amount of the damages resulting from such liability arise out of Bank's gross negligence or willful misconduct and, in such cases, damages will be limited to the amount of the aggregate monthly fees and charges paid by Company for the Services for the immediate three (3) month period prior to the event giving rise to Company's claim. In no event shall Bank be liable for consequential damages, exemplary damages or lost profits, even if Company advises Bank of the possibility of such damages. The provisions of this Section shall survive the termination of this Agreement.

    Without limiting the generality of the foregoing, Bank will not be liable to Company in the following situations:

    a. If through no fault of Bank, Company or Account Owner on a Personal Account does not have enough available money in an Account from which a payment or transaction is to be made, or if an Account has been closed or is not in good standing, or if Bank reversed a payment or transaction because of insufficient funds, or if any payment or transaction would go over the credit limit of any Account;

    b. If the equipment of Company or Bank is not working properly and the breakdown should have been apparent to Company when Company attempted to conduct the transaction;

    c. If Company has not given Bank complete, correct or current Account numbers or other identifying information for Bank to properly credit Account or otherwise complete the transaction, or if Company does not properly follow Bank's instructions, or if Company provides Bank with wrong or inaccurate information, or fails to correct or tell Bank about any inaccuracy of which Company is aware;

    d. If Company does not instruct Bank soon enough for Company's payment or transaction to be received and credited by the time its due;

    e. If the money in an Account from which a payment or transaction is to be made is subject to legal process or other claims restrict the transaction, or if circumstances or persons beyond Bank's control prevent, delay, intercept or alter the transaction, despite reasonable precautions that Bank has taken;

    f. If Company has an overdraft line and the transfer would go over the credit limit;

    g. If Bank has a hold on Account;

    h. If Account is closed or has been frozen;

    i. If Company, anyone authorized by Company, or anyone using Login Credentials, commits any fraud or violates any law or regulation;

    j. If Bank takes any action including suspension of Services, or refrains from acting, if Bank has a reasonable basis for believing an unauthorized use of Company's Login Credentials has occurred or may be occurring;

    k. If Company is in default under this Agreement or if Bank or Company terminate this Agreement; or,

    l. If the failure was caused by a fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond Bank's control, or if Bank has a reason to believe the transaction requested is unauthorized.

    The above listing is not meant to be exhaustive.

25. **Electronic Mail.** Email sent to Bank is not a secure method of communication and Bank recommends Company does not send information by email. Bank may disregard email Bank receives from Company. Company should not include confidential information, such as Account numbers and balances in any emails to Bank. Company cannot use email to initiate transactions. All such transactions must be initiated using the appropriate Service features. Bank will not be liable for any errors, omissions, claims, fraud or problems of any kind involving Company's email.

    Email sent by Company that originates on Company's server will be considered secure when the Individual has already authenticated. Bank may act upon such email request.

26. **Technical Support and Training.** From time-to-time, and depending on Services that Company may use, System Managers or System Users may request Bank to provide technical support or additional training. This technical support or training may be provided via telephone or on-site. Assistance provided via telephone may include the use of tools that grant Bank employees access to Company's hardware and software.

    Company agrees that any System Manager or System User who interacts with Bank has permission to receive technical support or training, which may include remote computer support, from a Bank employee or Designated Service Provider.

    Company is responsible and liable for the following:

    a. Ensuring that any System Manager or System User accessing Company's computers have permission to do so;

    b. Making available the appropriate Company personnel to grant access and render updates that System Manager or System User cannot render; and,

    c. Confidentiality and the securing of Company's data, software, and hardware.

    Company agrees that Bank is not responsible or liable for the following:

    a. Access by third parties, with or without Company's authorization, to Company's data, software, or hardware;

    b. Exploitations of security gaps, weakness, or flaws (whether known or unknown) that may exist in the equipment used to provide technical support or training;

    c. Memory failure, failure of hard drives, power supplies, motherboards, or any other hardware failures that may occur under normal use while machines are being remotely controlled; and

    d. Any data loss, although Bank will attempt to minimize the chance data loss will occur.

    Company agrees to require all System Managers and System Users to complete Online Banking security training courses offered in Bank's learning center. Courses are designed to inform Company about digital security and policies and procedures to assist in protecting Company from fraud and data breaches. Additional information may be available from time to time in Service Documentation made available by Bank to Company.

27. **Fees.** If applicable, and in consideration for the Services provided, Company agrees to pay such fees as may be charged by Bank pursuant to the applicable fee schedule or any other fee proposal provided in writing as disclosed from time to time to Company. Customized written fee proposals shall prevail over general fee schedules. Bank may change the fees at any time in its sole discretion. Any applicable fees will be charged regardless of whether a Service was used during the billing cycle. There may be a charge for additional transactions and other optional Services. Company agrees to pay such charges and authorizes Bank to deduct the calculated amount from Company's designated Billing Account for these amounts and any additional charges that may be incurred by Company. Any fees associated with Company's standard Accounts will continue to apply.

28. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that Company may not sell, assign, or transfer this Agreement without Bank's prior written consent, whose consent may be withheld based on bank regulations, National ACH Rules and the financial viability of the assignee. Bank may assign this Agreement or any of its rights or obligations hereunder, in whole or in part, without such consent. Bank may, at any time, in whole or in part, delegate any of its functions hereunder to any affiliate, purchaser, successor, or subcontractor.

29. **No Waiver.** Bank shall not be deemed to have waived any of Bank's rights or remedies hereunder unless such waiver is in writing and signed by Bank. No delay or omission on Bank's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

30. **Governing Law.** Any dispute concerning Bank and Company, arising out of, connected with, related to, or incidental to the relationship established between them in connection with this Agreement, and whether arising in contract, tort, equity

or otherwise, shall be resolved in accordance with the applicable federal law and the laws of the state in which the Account is located (as defined in your Account Agreement) and not the conflicts of law provisions of the State of North Dakota.

31. **Choice of Forum.** Other than those disputes which are arbitrated under the Arbitration Agreement, Bank and Company agree that all disputes between them arising out of, connected with, related to, or incidental to the relationship established between them in connection with this Agreement, and whether arising in contract, tort, equity or otherwise, shall be resolved only by the State or Federal courts located in the state in which the Account is Located. Company waives in all disputes any objection that it may have to the location of the court considering the dispute.

32. **Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

33. **Amendment; Counterparts; Miscellaneous.** Bank may amend, add, or delete any Service, addendum, or provision of this Agreement at any time. Bank may add or amend Services by addendum from time to time which shall be made a part of and subject to this Agreement. Generally, any additions, deletions, addenda, or other amendments will be posted on Bank's website at https://bell..bank or https://bell.bank/healthcarebank as applicable. You indicate your acceptance of any change we make by continuing to use a Service after the change becomes effective. Company will be deemed to have consented to any other amendment unless, within thirty (30) calendar days from the date of notice of the amendment, Company notifies Bank in writing that is does not consent and wishes to terminate this Agreement. Bank reserves the right, at its sole discretion, to notify Company of any amendments by posting notice of the amendment to the System or sending a notice of the amendment via email or U.S. mail. If a notice regarding an amendment to this Agreement is posted on the System or sent via email or U.S. mail, it will be considered effective when posted to the System or sent to you at the last electronic or other mailing address maintained for Company in Bank's records. If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect. The failure of either party to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature.

34. **Termination.**

    a. This Agreement shall continue in full force and effect until either party terminates this Agreement by giving the other party thirty (30) calendar days advance written or oral notice of its intention to terminate; provided, however, that any such termination by Company shall not be effective until Bank has had a reasonable opportunity to act upon Company's notice of termination. The termination of this Agreement shall not affect the rights and obligations of the parties which have accrued prior to such termination.

    b. Notwithstanding the foregoing, Bank may terminate this Agreement and suspend any Service immediately without written notice to Company if, at any time:

        i. Company fails to comply with any of its material obligations hereunder;

        ii. Company is in default under any other material obligation with Bank;

        iii. A receiver, custodian, trustee, or similar official has been appointed, or been applied for by Company for all or a substantial part of Company's property;

        iv. Any general assignment has been made for the benefit of creditors with respect to Company;

        v. A voluntary or involuntary case, petition or proceeding has been commenced under the United States Bankruptcy Code or any other statute or regulation relating to bankruptcy or relief of debtors seeking liquidation, reorganization or other relief with respect to Company, or its debts;

        vi. Company or any other person on behalf of Company has taken any action under the laws of any jurisdiction applicable to Company which is similar to any of the foregoing;

        vii. There has been a material adverse change in the financial circumstances of Company; or

        viii. Bank deems immediate termination of this Agreement and/or any Service as necessary or appropriate in order to prevent a financial loss to Bank.

35. **Complete Agreement.** The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. Company agrees that this Agreement is the complete and exclusive statement of Company and Bank pertaining to the Services, which supersedes any proposal or prior agreement, oral or written, and any other communications between Company and Bank relating to the subject matter of this Agreement. If there is a conflict between what Bank's employee says and the terms of this Agreement, the terms of this Agreement will prevail.

36. **Notices.** All notices, requests, demands, directions and other communications given to or made upon Company by Bank may be made orally, in writing (including facsimile communication), or electronically by posting it on the System or sending a Secure Message through Online Banking. Notwithstanding any other provisions of this Agreement, all communications provided under this Agreement by Company may be given to Bank by letter, facsimile or electronically by sending a Secure Message through Online Banking, as deemed acceptable by Bank, subject to such additional terms and conditions as Bank may require. In its sole discretion, Bank may, but shall not be required to, accept communications given to Bank orally. Any communications given to Bank orally shall promptly thereafter be confirmed in writing, but Bank will incur no liability for Company's failure to send written confirmation or for the failure of any such written confirmation to conform to the communication received by Bank via telephone.

37. **Accuracy and Timelines of the Services.** Bank will use reasonable efforts to provide the Services in a prompt fashion but shall not be liable for temporary failure to provide the Services in a timely manner. In such event, Company shall be responsible for carrying out banking business through alternative channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank's deposit or payments system prior to being made available pursuant to the Services. Information with respect to all transactions is provided solely for Company's convenience, and Company shall have no recourse to Bank as to the use of such information.

38. **Acknowledgment that Transaction May Not Be Initiated in Violation of the Laws of the United States.** Company acknowledges that it will not generate any transactions using the Services that violate the laws of the United States, including the sanction laws administered by the Office of Foreign Asset Control (OFAC).

39. **Questionable Account Activity.** If we suspect suspicious, irregular, fraudulent, unauthorized or unlawful activity involved with your account ("Questionable Account Activity"), we reserve the right, but not the obligation unless required by law, to prevent, delay, or decline transactions, freeze all or some of the funds in your Account, and otherwise restrict access to or close your Account. If we suspect an owner is a victim of elder or vulnerable adult exploitation, we may file a report with the appropriate investigative agency, as allowed under applicable state law. When appropriate, we may attempt to notify you of such actions taken as a result of Questionable Account Activity but are under no obligation to do so prior to taking such action. We may continue to delay or decline transactions and maintain a freeze on Account funds until all concerns regarding the Questionable Account Activity are resolved to our sole satisfaction.

40. **Consent to Electronic Communications.** In accordance with the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act (as may be applicable), from time to time, Bank may be required by law to provide you certain written Communications during our relationship with you. Like Periodic Statements, you may have the ability to choose to receive written Communications through U.S. Mail upon request and updating within your Online Banking. This section outlines the terms and conditions for providing to you such Communications and Periodic Statements electronically. Please read the information below carefully and thoroughly. Your acceptance of this Agreement constitutes your consent to receive such communications in an electronic form upon such discontinuation.

    a. Required Hardware and Software

        i. You must have access to the internet and to a computer which is able to comply with and adhere to the software and hardware requirements which are required to enable the electronic delivery of Communications as well as your access to the Electronic Communications, which includes having a current version of Microsoft Edge, Google Chrome, Mozilla Firefox, or Apple Safari. You agree that you are able to meet such software and hardware requirements.

        ii. Communications may be in Portable Document Format (PDF). In order to view, download, and print a PDF document, you must have a current version Adobe Acrobat Reader software or another PDF Viewer. You can download Adobe Acrobat Reader at no charge from Adobe's website.

        iii. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

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

v. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

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

vii. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic records, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent. If you choose not to obtain the new hardware or software, you may withdraw your consent for Electronic Communications, and these Communications will then be delivered by U.S. Mail. No fees or charges will be incurred for such withdrawal. You will remain liable for any other fees disclosed.

b. At any time, you may request a paper copy of your Electronic Communications and we will provide it to you. You can make this request (a) in Online Banking (b) by calling us at 800.450.1529; (c) by writing to us at Bell Bank, PO Box 10877, Fargo ND 58106-0877 or (d) by visiting any Bell Bank branch. We may charge you a fee for completing such request. These fees are listed in our fee schedule. We reserve the right to change our fee schedule from time to time.

c. You have the right to withdraw at any time your consent to Communications provided in electronic form. To inform us that you no longer wish to receive future Communications in electronic format you may: (i) update your settings in Online Banking; or (ii) deliver your withdrawal of consent to us at Bell Bank, P.O. Box 10877, Fargo, ND 58106-0877 and in the body of such request you must state your email, full name, mailing address, and telephone number. Your withdrawal of consent will not be effective until we receive it and have had a reasonable opportunity to act upon it.

d. Your withdrawal does not apply to any Electronic Communication that was provided before the date on which your withdrawal of consent takes effect. If you elect to receive required Communications only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you.

e. You agree to indemnify and hold us harmless from and against all claims, demands, proceedings, suits and actions and all liabilities, losses, expenses and costs, including attorneys' fees and expenses, resulting from your failure to comply with the terms of this section, including without limitation, your failure to keep Bank informed of your correct email address.

f. We reserve the right, in our sole discretion, to discontinue providing you with Electronic Communications, or to terminate or change the terms and conditions of this Consent. This may include amending, adding to, or eliminating provisions of this section. We will provide you with notice of any such termination or change, as required by law.

g. Please note, we may be unable to fulfill and service Bank products in a language other than English. Future Communications may be in English only. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to have any future English Communications explained to you.

ONLINE BANKING

1. **Description of Service.** This Service allows Company to perform a number of banking functions through the use of a personal computer or, for some functions, a Mobile Device, on Accounts linked to this Service.

2. **Access to Online Banking.** Company has no rights to the System, or any copies thereof, except for the right to use the System as specifically described by Bank. Title and ownership rights to the System (including patent, copyright, and trade secret property rights) remain with Bank, its third party licensor, or Designated Service Provider. If a System Manager, System User or anyone using Login Credentials is not an authorized signer on the Account, Company specifically acknowledges its agreement to indemnify and hold harmless Bank from acts of all non-signatory persons. Regardless of Company's written instructions to Bank, Company authorizes Bank to allow access to Accounts and to execute the transactions requested by a System Manager, System User or anyone using Login Credentials.

3. **Bank Obligations.**

   a. Bank agrees to transmit all the financial data under its control required to utilize the Services and to act on appropriate instructions received from Company or anyone using Login Credentials in connection with such Services. Company understands and agrees that the Services may be provided by Bank or its Designated Service Provider.

   b. Company understands that Service availability is at all times conditioned upon the corresponding operating and availability of those computer services and Systems used in communicating Company's instructions and requests to Bank and Bank's responses to such instructions and requests. Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Company in the event of any failure or interruption of such Services or any part thereof, resulting from the act or omission of any Designated Service Provider, or from any other cause not reasonably within the control of Bank.

   c. Bank agrees that it will allow Company to process and transmit information and conduct online transactions as long as Company complies with the terms of this Agreement.

4. **Current Day Balance Information and Current Day Transactions.** Company acknowledges that the information regarding the current day may change, and Bank shall not be responsible for current day balance or current day transaction information. For instance, over the counter items may not be reflected and interruptions in communications can occur. Company acknowledges that Company's decisions based on Bank's information on current day balances and current day transactions therefore must take into consideration information not known to Bank or not reflected in the current day balance or transaction details Company obtains from Bank.

5. **Funds Transfers.**

   a. Company authorizes Bank to transfer funds of Company between any Accounts of Company at Bank when requested to do so in an electronic instruction through the System by Company to Bank. If Company authorizes Bank to transfer funds from a business Account to a Personal Account or to another business Account, which may or may not have the same tax identification number, Company represents and warrants to Bank that Company is the owner of the business(es) or the related company for the businesses or the Account Owner of the Personal Account.

   b. Transfers between Accounts of Company at Bank initiated prior to 11:00 p.m. CT on a Business Day will be posted to the receiving Account the same day. All transfers completed after 11:00 p.m. CT, or on a non-Business Day or holiday, will be posted the following Business Day.

   c. Company assumes responsibility for verifying availability of funds at the time of the fund transfer orders. Company must have enough money or credit in the Account from which Company instructs Bank to make a payment or transfer.

   d. If more than one fund transfer is made at or about the same time and the Available Funds in the applicable Account do not cover all of such fund transfer orders, Bank may execute as many of such fund transfer orders as possible within the dollar limits of such Available Funds, in any order convenient to Bank and in its sole discretion.

6. **Loan Advances and Payments.** In addition to other applicable terms regarding fund transfers, Bank shall not be required to process any loan advance request if any default exists under any credit agreement with Bank, or this Agreement, or Bank is otherwise excused or prohibited under any credit agreement or applicable law from making an advance to Company. All information provided regarding any loan Account is for Company's informational purposes only and is subject to verification and adjustment, including all information regarding availability and payoff amounts.

7. **Stop Payment Authorization.** Company will be able to place and delete stop payment orders on any check written on a demand Account of Company. Company is solely responsible for its actions when placing or deleting stop payment orders. Bank reserves the right to require confirmation in writing in a form acceptable to Bank of all stop payment orders and deletions thereof. The stop payment entry page within the System must be completed in its entirety.

   a. Sufficient information to properly identify the check must be provided, including the Account number, check serial number, and exact dollar amount. Bank assumes no liability when information is incorrect or incomplete.

b. Bank must be given sufficient time to provide a reasonable opportunity to act on the stop payment order. Stop payment orders are not effective if, before the stop payment order was placed; Bank has already negotiated the check or otherwise become legally obligated for its payment.

c. Stop payment orders are effective for twelve (12) months or until the item is returned. Company may renew stop payment orders for an additional six (6) month period by reentering the stop payment order upon the expiration of the original stop payment period. Company is solely responsible for monitoring all expiration dates of stop payment orders.

d. Bank's customary stop payment fees will apply.

e. Company agrees to abide by the rules and regulations governing stop payment orders as outlined in the Uniform Commercial Code or other applicable laws.

8. **Batch Extract Files.** Batch Extract Files are available to Company by indicating on this Agreement and Service Documentation. Login Credentials to Online Banking are not required.

MOBILE BANKING

1. **Description of Service.** Mobile Banking allows Company to perform several functions from a Mobile Device. Where available, Company may use Mobile Banking to:

   a. transfer funds between Accounts;

   b. obtain Account balances and transaction information for Accounts;

   c. send and receive Secure Messages;

   d. view Periodic Statements;

   e. receive Alerts on Accounts; and,

   f. utilize other features as Bank establishes from time to time.

   These Services and features are limited to the extent, and subject to the terms, noted below:

   a. Company's ability to transfer funds between certain Accounts is limited by federal law and the Account Agreement;

   b. Company's ability to use Services to pay bills to Payees, submit ACH or Online Wire Transfers from a Mobile Device are only available if Company has enrolled in the Services.

2. **Participating Mobile Carriers.** Bank's participating carriers include (but are not limited to) ACG, Alltel, AT&T, Boost, C-Spire, Carolina West, Cellcom, Cincinnati Bell, ClearSky, Cricket, Google Voice, Interop, Nextel, Ntelos, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and Virgin USA.

3. **General Mobile Services Information**.

   a. For questions regarding Mobile Banking, contact Bank at Bell Bank at 866-221-1136 or HealthcareBank 866-442-2472 option 2., as applicable

   b. To stop text messages from being delivered on a Mobile Device, Individual may send "STOP" to the Short Code 226563. Individual may also contact Bank to cancel Text Banking.

4. **Mobile Banking Accessibility.**

   a. Text Banking requires a text-enabled Mobile Device. Company does not need internet access on Company's Mobile Device to use Text Banking. Internet access is required to utilize Mobile Browser Banking and Mobile App. Our Mobile App requires your Mobile Device to have a minimum 2.0-megapixel camera.

   b. Bank may develop additional features for Mobile Banking. As additional features are developed, Company will have the opportunity to add them to Mobile Banking, provided Company has compatible wireless hardware and software.

   c. To use Mobile Banking, Company must be enrolled in Online Banking. Within Mobile Banking, Company will have access to all Accounts Company can view within Online Banking.

   d. Company is responsible for the purchase, maintenance and Mobile Device relationship, including fees associated with the operation of Mobile Device. Bank is not responsible for any errors or failures from any malfunction of Company's Mobile Device.

   e. Company can use Mobile Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of the Mobile Banking may not be available due to System Maintenance or reasons beyond Bank's control, including, but not limited to, the availability of Mobile Device Services. Bank does not warrant that Mobile Banking will be available at all times and shall not be responsible when Mobile Banking is unavailable. The display of Account information may be limited or otherwise vary based on Company's Mobile Device and Company's Mobile Device Service.

5. **Mobile Banking Charges.** Bank will not charge Company for viewing Accounts, transferring funds between Accounts associated with Company's profile, or viewing transaction history. Bank reserves the right to charge fees, and such fees will be subject to change. Account(s) are still subject to the fees, charges, balance requirements, etc. articulated in the Service Documentation. In addition, message, data, and other rates may apply. Refer to Mobile Device carrier for details.

6. **Company Responsibilities for Mobile Banking.**

   a. Company agrees not to use Mobile Banking to conduct any business or activity or solicit the performance of any activity that is prohibited by law or any contractual provision by which Company is bound with any person. Company agrees to comply with all applicable laws, rules, and regulations in connection with Mobile Banking.

   b. Company agrees to promptly notify Bank in the event Company loses, changes, or destroys the Mobile Device whose number is registered with Mobile Banking.

   c. Company shall not use any Company-identifiable information when providing shortcuts or creating nicknames to Accounts.

7. **Limited Liability for Use of Bank's Mobile Banking.** Bank and Company's mobile service provider cannot make any representation or warranty that Company will have continuous or uninterrupted access to Mobile Banking or any of its content or function or that any of the functions of Mobile Banking will be error-free. The Mobile Banking is provided to Company "as is" and ""as available." Bank and Company's mobile service provider cannot make any representation or warranty relating to Mobile Banking (including, without limitation, its performance, availability, contents, or functions) or any advertisements or websites in connection with that Service. Company's sole and exclusive remedy for any failure or non-performance of Mobile Banking shall be for Bank to use commercially reasonable efforts to perform an adjustment or repair of Mobile Banking. Company understands that there are risks associated with using a Mobile Device and that in the event of theft or loss; Company's confidential information could be compromised. In no event will Bank or any of its officers, directors, shareholders, subsidiaries, affiliates, agents, licensors or Designated Service Providers be liable for any consequential (including, without limitation, loss of data, files, profit, or goodwill or the costs of procurement of substitute of goods or Mobile Banking), indirect, incidental, special or punitive damages arising out of, or in connection with, Company's use of Mobile Banking. Bank makes no representations or warranties regarding the accuracy, functionality or performance of Mobile Banking or any software that may be used in connection with Mobile Banking. Bank disclaims any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose or error-free operation.

ACH ORIGINATION ADDENDUM

1. **Description of Service.** This ACH Origination Service allows Company to originate debit and credit Entries to Receiver Account(s) by means of the ACH network. Bank has agreed to do so on the terms of this Agreement.

   If Company is a Third-Party Sender, the Service allows the Company to initiate debit and credit Entries on behalf of Clients to Receiver Account(s) by means of the ACH network.

2. **Compliance with the Rules and Applicable Law.** Company's rights and obligations with respect to any Entry are governed by the Rules, and U.S. laws. Company acknowledges receiving online access to ACH Rules. Company agrees to be bound by the Rules, as may be amended from time to time. Company represents and warrants that it will comply with the Rules and applicable laws, regulations, regulatory requirements and Bank's current Service Documentation, and that it will not transmit any Entry or engage in any act or omission that violates or causes Bank to violate the Rules, applicable laws, regulations or regulatory requirements, including, without limitation, regulations of OFAC, sanctions or executive orders, or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC"). Bank may terminate or suspend access upon written notice and identification of a material breach by Company (or Nested Third-Party Sender if Company is a Third-Party Sender) of the Rules. Furthermore, Bank shall have the right to initiate an audit of Company procedures for compliance with this Agreement and the Rules, upon written notification to Company. Bank will charge Company with any fines or penalties imposed by OFAC, Nacha or any organization which are incurred as a result of non-compliance by Company and Company agrees to fully reimburse and/or indemnify Bank for such charges or fines. The duties of Company set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules.

3. **Underwriting.** Company approval for use of this Service may be subject to underwriting criteria established by Bank from time to time. If Bank requires application of underwriting criteria to Company approval for use of this Service, Bank will communicate to Company the nature and content of that criteria and the information Company will be required to provide to Bank. Company agrees to provide Bank such financial, business and operating information as Bank may reasonably request in connection with Bank's underwriting and approval process. Bank may require the personal guarantee of a principal or an owner of Company.

4. **Security Procedures.**

   a. Company is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, Security Devices, and related instructions provided by Bank. If Company believes or suspects that any such information has been accessed by an unauthorized individual, Company will verbally notify Bank immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by Bank prior to the notification and within a reasonable time period to prevent unauthorized transfers.

   b. Company understands and agrees that the authenticity of any ACH File or Entry transmitted to Bank will be verified pursuant to the following security procedures:

      i. Adding the ACH Service requires all System Managers and any System Users at Company who will submit or approve ACH Entries through Online Banking to use a security token when submitting ACH Entries to Bank. This requirement cannot be waived; or

      ii. ACH Entries transmitted through SFTP must be encrypted with SSH Protocol file level encryption. This requirement cannot be waived.

   c. Bank recommends that Company requires a secondary authorization for all ACH Entries. In order to provide the most protection to Company, for ACH Entries not transmitted through SFTP, secondary authorization should be granted by a different System Manager or System User using a security token provided through the VIP Access App on a Mobile Device or desktop computer or hand-held security token issued by Bank.

   d. The Rules recommend and require that ACH data (used in the routing and settlement of ACH transactions) be securely stored. Company's ability to limit access to production data can be done through commercially available software products and services. Access to ACH data can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files must be transmitted using security technology as provided in the Rules. Such File transmission between ACH participants, including Company, should utilizie encryption and authentication methods. Encryption is a process of scrambling data content through hardware or software in order to protect the confidentiality of a File's contents. Authentication is a process of ensuring that files and data content are not altered between the orginator and receiving points.

5. **Alternative Method.** In the event the System is unavailable, Company may submit ACH Entries via an Alternative Method process as described below or other Service Documentation. Alternate Method used if System is unavailable:

   a. In the event that there is an outage with Online Banking, Bank offers an Alternate Method to enable Company to issue ACH instructions to Bank through Online Banking's Secure Messaging service. If Online Banking's Secure Messaging service is unavailable, Company will utilize Bank's Secure Email to transmit Payment Instructions and call Bell Bank at 866-221-1136 or HealthcareBank 866-442-2472 option 2, as applicable, to authenticate identity. Company authorizes Individuals with access to ACH Services to receive all confidential funds transfer materials from Bank related to this Service. In addition, Company must authorize Individuals to submit ACH instructions to Bank through Online Banking's Secure Messaging service or Bank's Secure Email service.

   b. In the event that Company's Mobile Device or desktop computer with VIP Access App is lost, stolen, or otherwise inaccessible, Company will contact Bank to report Individuals' Login Credentials with linked Credential ID and request connection removed. Company will obtain a different Mobile Device or desktop computer, download VIP Access App and contact Bank to link new Credential ID to Individuals' Login Credentials.

   c. In the event that hand-held security token malfunctions, is lost, or is otherwise inaccessible, Company will contact Bank to report and request Individuals' Login Credentials with linked Credential ID be removed. Bank will link a new Credential ID to a replacement hand-held security token for Individual and complete the out-of-band authentication on behalf of the Individual for the ACH before sending the new hand-held security token to Company for Individual.

6. **Authorization.** Company hereby authorizes Bank to transmit any Entry received by Bank from Company in accordance with the Rules and the terms of the ACH Agreement and to credit or debit the amount of such Entries to the ACH Account(s) specified by Company.

7. **Company as a Third-Party Sender.** If Company is a Third-Party Sender, the following terms and conditions in this Section 7 shall apply, in addition to, and not in limitation of, the other terms and conditions contained in this Agreement.

   a. Bank may permit Company to enter into an agreement and originate Entries on behalf of one or more Nested Third-Party Senders. Before entering into an agreement with any Nested Third-Party Sender, Company must first receive prior approval from Bank. Bank may require certain information regarding any Nested Third-Party Sender deemed reasonably necessary to allow Bank to determine whether such an arrangement will be permitted. If Bank approves any Nested Third-Party Sender arrangements, Company agrees to enter into an agreement with Nested Third-Party Sender prior to allowing any ACH origination for Client as if Company were the ODFI. Furthermore, Company agrees to be responsible for each Nested Third-Party Sender's compliance with the Rules.

   b. Company shall provide Bank with a list of Clients as of the date of this Agreement ("Client List"). The Client List shall contain the name of each Client, each Client's main office address and such other information as requested by Bank. Company shall be responsible for providing new Client information in accordance with Bank's current ACH Operating Procedures prior to originating Entries.

   c. Company shall ensure that each Client has received or obtained a current version of the Rules.

   d. Company shall enter into written agreements with each Client (the "Client Agreement") which, among other things:

      i. Authorizes Bank to initiate Entries on behalf of the Client and/or Company

      ii. Requires the Client to receive and maintain proper authorization from the Receiver for each Entry initiated on behalf of the Client;

iii. Binds the Client to the Rules and acknowledges that Entries may not be initiated in violation of the laws of the United States;

iv. Requires Client to agree not to originate Entries that violate the laws of the United States;

v. Provides for Company and Bank to terminate or suspend the Client Agreement for breach of the Rules, or for any reason, in the discretion of Company and Bank, that result (or could result) in (a) damages, penalties, or fines to Bank or any other party to an Entry, (b) violation of the Rules, and/or (c) or unreasonable or unauthorized conduct

vi. Requires the Client to assume the obligations and make the representation and warranties of an Originator, a Designated Service Provider and/or Company, as the case may be under the Rules;

vii. Requires the Client to receive and maintain proper authorization from the Receiver for each Entry initiated on behalf of the Client;

viii. If required by Bank, establishes an exposure limit for the Client and implements procedures for Company to review and adjust the exposure limit periodically; and

ix. Allows Company and Bank to conduct regular audits of the Client; and

x. Requires Clients to substantially comply with any Client obligations set forth in this Agreement

e. Company shall be responsible for providing Bank with any information Bank reasonably deems necessary to identify each Originator for which Bank transmits Entries. Company is obligated to provide the requested information within two (2) Business Days after receiving Bank's request.

f. Company shall be responsible for establishing and maintaining policies and procedures to ensure that effective due diligence is performed on each Client to minimize the credit risk arising with each Client. Additionally, Company shall be responsible for conducting periodic audits of its Clients to:

i. Ensure Client's compliance with the Rules as an Originator, a Designated Service Provider, or a Third-Party Sender, as the case may be;

ii. Monitor the creditworthiness of Client as an Originator, a Designated Service Provider, or Third-Party Sender, as the case may be; and

iii. Monitor Company's exposure relative to each Client and relative to Company's exposure across multiple settlement dates.

g. Company acknowledges and agrees that it owes certain obligations and duties to Bank as a Third-Party Sender and that it shall bear ultimate responsibility to fund its Account for requested Entries. In connection with Company obligations to Bank and to ensure that Company adequately manages credit risk, Company agrees and covenants that it shall:

i. Permit Bank to perform an annual review of Company's risk management processes; and

ii. Permit Bank to complete an annual risk management audit of the Company's credit analysis procedures to determine compliance of Client settlement.

h. Except for any Entry initiated by Third-Party Sender as an Originator, in addition to any other duties, responsibilities, warranties, representations and liabilities under this Agreement, for each and every Entry or File transmitted by Third-Party Sender to Bank in Third-Party Sender's capacity as a Third-Party Sender, Third-Party Sender represents and warrants to Bank and agrees that Third-Party Sender shall:

i. Perform all of its duties as a Third-Party Sender in accordance with the Rules, including, but not limited to, the duty to identify Clients and update the Client information on the Client List;

ii. Assume all of the responsibilities of a Third-Party Sender in accordance with the Rules, including, but not limited to, the responsibilities of ODFIs and Originators;

iii. Make all of the representations and warranties of a Third-Party Sender in accordance with the Rules, including, but not limited to, the representations and warranties of ODFIs and the representation and warranty that each of the Clients have agreed to assume the responsibilities of Originators under the Rules; and

iv. Assume all of the liabilities of a Third-Party Sender in accordance with the Rules, including, but not limited to, liability for indemnification for failure of a Client to perform its obligations as an Originator.

i. Company must, in accordance with standard auditing procedures, conduct an internal or external audit of compliance with provisions of the Rules at least once a year. An annual audit must be conducted under the Rules no later than December 1 of each year. Company agrees to provide the results of such annual audit to Bank, and a risk assessment, as requested, in accordance with the Rules. Company must retain proof that it has completed an audit of compliance in accordance with the Rules. Documentation supporting the completion of an audit must be (1) retained for a period of six years from the date of the audit, and (2) provided to the Bank upon request. Failure to provide proof of completion may result in substantial fines as described in the Rules. Company agrees to review its compliance with the ACH Rules on a periodic basis. Bank has a right to request the details of the review

j. Bank shall not be liable for Third-Party Sender's acts or omission, or those of any other person, including, with limitation, a Client. Further, Bank shall not be liable for any damages or other losses to Third-Party Sender due to claims made by any of its Clients in connection with any arrangement or agreement between Client and Third-Party Sender under which the Third-Party Sender transits Entries or Files pursuant to this Agreement. Third-Party Sender agrees to indemnify and hold harmless Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any Client that Bank is responsible for any act or omission of Third-Party Sender or any other person.

k. If there is any monetary default under this Agreement by Third-Party Sender, Bank may terminate this Agreement by giving Third-Party Sender written notice of the monetary default and providing Third-Party Sender with a period of two (2) Business Days, commencing upon the date Thirty Party Sender receives such notice to cure the monetary default by actually tendering Bank the monetary amount of the default. Failure of Third-Party Sender to cure the monetary default within two (2) Business Days shall permit Bank to terminate this Agreement.

l. Bank may terminate this Agreement if Third-Party Sender fails to perform or defaults on any of its obligations under this Agreement or if Third-Party Sender otherwise violates any of its representation and warranties under this Agreement; provided that Bank must first provide Third-Party Sender with written notice of the default and provide Third-Party Sender with a period of thirty (30) calendar days to cure the defaults set forth in the notice. Failure of Third-Party Sender to cure the defaults within thirty (30) calendar days shall permit Bank to terminate this Agreement.

m. Notwithstanding the foregoing, Bank may terminate the Agreement and suspend any Service immediately without written notice to Company if Company defaults under the terms of the General Terms and Conditions section 34(b) at any time.

n. Any termination of this Agreement shall not affect any of Bank's rights and Third-Party Sender's obligations with respect to Entries and Files initiated by Third party Sender prior to such termination, or the payment obligations of Third-Party Sender with respect to Services performed by Bank prior to termination, or any other obligation that survives the termination of this Agreement.

o. Third-Party Sender's representations and warranties contained in this section 7 shall survive termination of this Agreement. Third-Party Sender shall indemnify Bank against any loss, liability or expense (including attorney's fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations or agreements or any breach of the terms of this Agreement or breach of the Rules.

8. **Company's Representations, Warranties and Agreements.** Company represents and warrants that (i) its Entries are accurate, timely and have been authorized by the party whose Account will be accessed; and (ii) each Entry provided to Bank complies in all respects with the Rules and this Agreement. Company acknowledges and agrees that, pursuant to the Rules, Bank makes certain warranties to the ACH Operator and other Banks and that such warranties are made in reliance on: (i) the representations and warranties of Company, including but not limited to those contained in this section of this Agreement and (ii) Company's agreement to be bound by the Rules and applicable law. Company shall indemnify Bank against any claims, alleged claims, loss, liability or expense (including attorneys' fees and expenses) resulting directly or indirectly from, related to or arising out of: (i) any breach of Company's warranties or this Agreement; (ii) Company's failure to exercise ordinary care in connection with its duties hereunder; (iii) any action by the RDFI upon an unauthorized or erroneous Entry initiated by Company; (iv) any actions by a Designated Service Provider or agent of Company that results in a breach of this Agreement by Company; (v) to the extent that it involves Bank, any litigation by an ACH Operator, an RDFI or any Company receivers asserting noncompliance on Company's part with the Rules, laws, regulations or regulatory requirements. Without limiting the foregoing, Company warrants:

a. Each Entry is authorized pursuant to the Rules and the authorization has not been revoked;

b. Each authorization is clear and readily understandable by the Receiver;

c. Copies of authorizations will be made available when requested by Bank;

d. Each credit Entry is timely and accurate;

e. Each debit Entry is for a sum which, on the Settlement Date will be due and owing to Company from the party whose account will be debited, is for a sum specified by such party or is to correct a previously transmitted erroneous credit Entry;

f. No Entry has been reinitiated in violation of the Rules;

g. Company warrants it has complied with all the warrantees set forth in the Rules for each Entry initiated;

h. If Company originates Same Day ACH Entries, the special warrantees set forth in the Rules for such Entries have been complied with;

i. Company has used commercially reasonable procedures to verify that all information contained in an Entry, including but not limited to routing numbers, is accurate and valid; and,

j. This Agreement has been duly and properly authorized by Company, the party executing this Agreement is properly authorized on behalf of Company to execute this Agreement on its behalf, and this Agreement is enforceable by Bank in accordance with its terms.

9. **Third-Party Service Providers.** Company may be using special equipment, services or software provided by a Designated Service Provider to assist it in processing Files hereunder. For each Designated Service Provider, Company (a) agrees that Designated Service Provider is acting as Company's agent in the delivery of Files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Designated Service Provider to comply with the laws of the United States, the Rules and this Agreement. Bank shall not be liable for any losses, fees, costs or expenses incurred by Company as a result of any error by Designated Service Provider or a malfunction of equipment provided by Designated Service Provider. Company is solely responsible for maintaining compliance with the requirements of Designated Service Provider, including obtaining any software updates, and to ensure Designated Service Provider complies with this Agreement. Bank's sole responsibility shall be to transmit transactions approved by Company on to the ACH Operator and Bank shall not have any responsibility for any File handled by Designated Service Provider until that point in time when Bank accepts and approves a File from such Designated Service Provider for processing. To the extent Company and Designated Service Provider have entered into a separate agreement ("Designated Service Provider Agreement") that conflicts with the terms of this Agreement, Company agrees that this Agreement shall control. All of Company's obligations and responsibilities under this Agreement apply to Designated Service Provider, and Company represents and warrants that any separate Designated Service Provider Agreement with Designated Service Provider shall so provide. At Bank's request, Company shall provide to Bank a true and exact copy of any Designated Service Provider Agreement. Company shall designate Designated Service Provider as a System User before Designated Service Provider sends Files to Bank. Notwithstanding the foregoing, Company hereby authorizes Bank to accept any File submitted by Designated Service Provider even if Designated Service Provider has not been designated as a System User or if the third party Designated Service Provider has not executed a Designated Service Provider Agreement. Company hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs, fees (including attorneys' fees), and expenses incurred or suffered by Bank or any other person arising from or in any way related to Company's use of Designated Service Provider or any alleged or actual violation of the Rules.

10. **International ACH Transactions ("IAT").** In the event Bank offers International ACH Transactions, and approves Company to initiate any IAT Entries, the following terms will apply to IAT Entries originated by Company:

a. IAT Entries are transmitted by Bank in U.S. dollars and may be converted to the local currency for receipt in the foreign country at the exchange rate determined by Bank's processor on the date determined by Bank's processor. All risk of fluctuation in the applicable exchange rate is borne by Company and Company agrees and acknowledges that Bank shall not be liable to Company for any loss or charge incurred by Company as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.

b. In the event of an error in an Entry or duplicate entries, Company acknowledges and agrees that Company shall be liable for any and all losses caused by a direct or indirect result from the error or duplicate Entry.

c. Company shall originate all International ACH Transactions, as that term is defined in the Rules, with an IAT SEC code and Company hereby agrees to abide by all of the Rules related to IAT Entries.

d. Company agrees that in the case of a non-consumer account, Company shall enter into an agreement with the Receiver whereby the Receiver agrees to abide by the Rules in effect from time to time.

e. Company acknowledges that it has reviewed and understands the section of the Rules entitled (or otherwise dealing with) "Rules Exceptions for Outbound IAT Entries" and Company understands and agrees that laws, regulations, and rules of the country in which the Receiver is located shall govern the matters listed within that subsection. Company further acknowledges that Company understands how such laws, regulations and rules differ from the Rules.

f. Company agrees and acknowledges that any assistance by Bank does not in any manner obligate Bank for the accuracy or enforceability of the Entry in any country outside the United States.

g. Company bears the risk of any loss caused by any delay, tax, cost, tariff, fee, or other charge incurred on account of the Entry in any country outside the United States.

h. If the settlement of any IAT Entry involves clearing of the Entry in more than one country outside the United States, Bank shall be permitted to rely upon any advice or instruction received by Bank from the financial institution or financial agency located in the first country outside the United States to which the Entry is directed.

i. IAT Entries must be authorized as provided in the Rules. The form and content of the authorization, including whether such authorization may be oral, electronic, or written, shall be governed by the laws and payment system rules of the receiving country.

j. Company hereby indemnifies Bank from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from Company's origination of an IAT Entry.

11. **WEB Debit-Internet Initiated Entries/Mobile Entry.** When submitting WEB Debit Entries through the System or Mobile Device, Company must:

a. Employ a commercially reasonable method of authentication to verify the identity of the Consumer;

b. Employ a commercially reasonable fraudulent transaction detection system to screen each Entry;

c. Use commercially reasonable procedures to verify that routing numbers are valid; and,

d. Conduct an audit annually, and share this audit with Bank upon Bank's request, to ensure that Bank information Company obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; and (iii) network security to ensure capture, storage and distribution.

12. **Bank Obligations and Authorization.** Bank shall, in accordance with the Rules, process, transmit and settle any Entry. Bank shall have no obligation to transmit an Entry if Company fails to comply with the Rules or any terms of this Agreement.

13. **Company's Account.** Company will maintain an ACH Account with Bank at all times during the term of this Agreement. Company shall at all times maintain a balance of Available Funds in the ACH Account sufficient to cover Company's obligations under this Agreement. If Collected Balance in the ACH Account is insufficient to cover the aggregate amount of the Entries, Bank shall have no obligation to transmit such Entries. Company authorizes Bank to debit its ACH Account or any other Account maintained at Bank for any amount it owes Bank as a result of this Agreement.

14. **Prefunding.** Bank reserves the right to require Company to pre-fund an Account maintained at Bank. Bank will communicate directly to Company if pre-funding is required and, if requested by Company, will provide Company with an explanation of its pre-funding criteria. Bank may suspend Company's ACH processing if Company fails to establish the required amount of reserves within the time period specified by Bank in its communication to Company.

15. **Due Diligence.** Company will supply Bank with due diligence information when requested. This information may include, but is not limited to, financial data, names and other information concerning the principles of Company, information about the business in which Company participates, information regarding the creditworthiness of Company, projected return rates, and payment history. Bank may, in its reasonable discretion, conduct a limited review of Company's operations

to ensure compliance with the provisions of this Agreement. Where Bank reasonably believes that Company's financial condition is impaired or deteriorating, Bank may refuse to process any Entries or may require pre-funding of all Entries.

16. **Format and Content of Entries.** Entries will be formatted based on the Rules in the standard ACH format. Company shall refer to the Rules for the specific formats.

17. **Effective Entry Date.** Company must specify a Business Day as the Effective Entry Date on which it intends a batch of Entries to be posted.

18. **Authorizations.** Company shall obtain an authorization as required by the Rules ("Authorization Agreement") from the person or entity whose account will be debited or credited as the result of a Debit or Credit Entry initiated by Company and Company shall retain the Authorization Agreement while it is in effect for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Company shall furnish the original or a copy of the authorization to any affected Participating Depository Bank, as defined in the Rules.

19. **Prenotification.** Company, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to Bank in the format and on the medium provided in the media format section of such Rules. If Company receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization Agreement signed by its customer, Company shall not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

20. **Cancellation or Amendment of an Entry.** Company shall have no right to cancel or amend any Entry after its receipt by Bank and Bank shall have no obligation or duty to cancel or amend any Entry once received. However, Bank shall use reasonable efforts to act on a request by Company to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an On-Us Entry. Any such request shall comply with this Agreement, including the security procedures described in this Agreement. Bank shall have no liability if it fails to affect any amendment or cancellation. Company shall reimburse, indemnify and hold harmless Bank for any expenses (including attorneys' fees), losses or damages Bank incurs in effecting or attempting to effect Company's request for the cancellation of an Entry.

21. **Rejection of Entries.** Bank may reject any Entry, including an On-Us Entry, that does not comply with the requirements of the Rules or this Agreement. Bank shall notify Company of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us Entry, the day before its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

22. **Provisional Credit Notice.** In the case of a Credit Entry, credit given by the RDFI for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment. If the RDFI does not receive payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver Account, and Company will not be considered to have paid the amount of the credit Entry to the Receiver.

23. **Reversals.**
    a. Company may reverse an Entry pursuant to the Rules. Reversals can only be initiated if:
        i. A duplicate file or Entry was improperly initiated;
        ii. A payment was processed for the wrong dollar amount;
        iii. A payment was processed to the wrong Receiver; or,
        iv. A payment was processed for the wrong date.
    b. The following are improper reasons for reversing an Entry and are therefore prohibited:
        i. The Originator or Third-Party Sender failed to provide funding for the original entry or file;
        ii. The initiation of the reversal is outside the time period permitted by the Rules. The Rules require that a reversing entry must be transmitted in such time that it is made available to the RDFI within five (5) Banking Days following the Settlement Date of the erroneous Entry; or,
        iii. For any reason that is not explicitly permitted under the Rules.
    c. Upon proper and timely request by Company, Bank will use reasonable efforts to affect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within the time prescribed in the Rules for reversals for an Entry or File; and (ii) be made immediately, upon discovery of the error. In addition, if Company requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into Company's Account an amount equal to that Entry or File. Company shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.
    d. Under no circumstances shall Bank be liable for interest or related losses if the requested reversal of an Entry is not affected. If Company reverses an Entry or File, Company shall indemnify Bank against any claim, alleged claim, demand, loss, liability or expense (including attorneys' fees) arising from or in any way (directly or indirectly) related to an Entry or File reversal.

24. **Notice of Returned Entries and Notifications of Change.** Bank shall notify Company through Online Banking of the receipt of a returned Entry or Notification of Change (NOC) from the ACH Operator no later than one Business Day after the Business Day of such receipt. Bank shall have no obligation to retransmit a returned Entry if Bank complied with the terms of this Agreement with respect to the Entry. Bank shall provide Company all information, as required by the Rules, with respect to each NOC Entry or corrected NOC Entry received by Bank relating to Entries transmitted by Company. Company shall ensure that changes requested by the NOC or corrected NOC are made within the number of Banking Days as required by the Rules of Company's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's Account, whichever is later.

25. **Automated Delivery of NOCs/Returns.** Automated Delivery of NOCs/Returns is available to Company by indicating on this Agreement and Service Documentation.

26. **Entries Returned as Unauthorized.** In the event that an Entry is returned as unauthorized or authorization revoked, Company will contact the necessary parties and resolve any dispute. During this process Company may ask Bank to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Bank will make reasonable efforts to obtain the form and will deliver it to Company when it is received. Company agrees not to re-originate any Entry returned as unauthorized or as authorization revoked unless Receiver reauthorized the Entry or Entry stream.

27. **Liability.** To the extent allowed by law, Bank shall not be liable for, and shall be excused from, failing to transmit or any delay in transmitting an Entry (i) if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator fails or declines to process an Entry; (iii) if, in Bank's sole discretion, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any Rule, law, regulation or regulatory requirement; or (iv) if processing an Entry, in Bank's sole discretion, would cause it to engage in an unsafe and unsound practice.

28. **Prohibited Transactions.** Company agrees not to use or attempt to use the services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that Bank has no obligation to monitor Company's use of the Service for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement**.**

29. **Rules Enforcement.** In the event that a Report of Possible Rules Violation is filed on Company, Company shall cooperate with Bank and take appropriate steps to correct the problem as required by the Rules and within the time frames suggested by Bank. In the event that a fine is levied against Bank for a violation of the Rules, Company agrees to indemnify and hold Bank harmless from any and all costs, expenses, fees (including attorneys' fees), damages, losses or other similar obligation arising from or in any way related to the fine and any claims that Company has violated the Rules.

30. **Rates.** In the event the rate of any of the following occur based on the calculations noted in the Rules, Company will share the data requested by Bank and will immediately begin the process of bringing the rate below the specified percent:
    a. Unauthorized transactions exceed one half of a percent (1/2%);
    b. Administrative return rate exceeds three percent (3%); or,
    c. Overall return rate exceeds fifteen percent (15%).

31. **Inconsistency of Name and Account Number.** Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and Account number, payment of the Entry may be made on the basis of the Account number even if it identifies a person different from the named Receiver, and Company's

obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

32. **ACH Rule Compliance Review.** Company agrees to review its compliance with the ACH Rules on a periodic basis. Bank has a right to request the details of the review.

33. **Credit Approval and Exposure Limits.** In utilizing the ACH in performance of this Agreement, Bank must make certain warranties on behalf of Company. Specifically, Bank is charged with assuring the financial soundness of Company to make the intended Entries. Bank must approve all ACH Agreements and may request financial information from Company and/or a separate credit agreement. Company acknowledges and agrees that Bank shall be authorized to obtain a credit report(s) on Company as may be necessary in Bank's discretion from time to time. Bank may also from time to time assign Company an Exposure Limit. Company acknowledges that the ACH Exposure Limit is used for the protection of Bank and its assets. Company understands that daily requests for Entries exceeding this amount are honored solely at the discretion of Bank and that Bank may alter, amend, increase or decrease Company's Exposure Limit from time to time at the discretion of Bank. Requests not honored would be communicated to Company or Company's designated representative**.** Company must send a Secure Message through Online Banking or call, Bell Bank at 866-221-1136 or HealthcareBank 866-442-2472 option 2, as applicable, if a temporary increase is required.

34. **Delivery and Timing.** ACH Entries shall be delivered electronically to Bank through Online Banking (or other agreed upon method) by 7:00 p.m. CT one Business Day before the requested Effective Entry Date.

35. **Same Day Entries.** A Credit or Debit Entry with an Effective Entry Date of the date of or a date prior to the date of the transmission of the Entry or File to Bank and received by Bank prior to the applicable cut-off time shall be considered to be a Same Day Entry. The Rules impose a per-transaction Entry limit of $1,000,000. Entries above the amount allowed in the Rules and IAT Entries are not eligible for Same Day ACH processing. In addition to any other fees that Company is obligated to pay Bank, Company hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Company.

36. **Automated ACH File Delivery.** Automated ACH File Delivery is available to Company by indicating on this Agreement and Service Documentation. ACH Entries transmitted through SFTP require PGP File Encryption through SSH Protocol). This is a required security procedure and cannot be waived. The security procedures described in this Agreement are for verification of authenticity and not to detect errors in the transmission or content of the Entry. Bank and Company have not agreed to any security practice or procedure for the detection of any such errors.

    a. As part of the file transmission process when submitting ACH Entries through Automated ACH File Delivery, Company acknowledges and agrees to Bank's required confirmation process to validate ACH file submissions as contained in this Agreement. With each file transmission using Automated ACH File Delivery, Company will receive an automated email from Designated Service Provider with an attachment that includes but is not limited to item count, record count, total credit amount and total debit amount. If there are any concerns or issues with this file transmission, Company has up to next ACH cutoff time to notify Bank of any issues with the file resulting in Bank not processing the file. Unless notified with this defined time duration, bank will process ACH Entries. Validation includes:

        i. Email notification is sent by Designated Service Provider;

        ii. Designated Service Provider maintains email address and user information related to email notification;

        iii. Company will communicate updates to email addresses or users directly to Designated Service Provider;

        iv. Company agrees to correct and resubmit file upon notifying Bank of any issues; and

        v. Non-receipt of an email notification will result in Bank processing file.

37. **ACH Cutoff Time**. ACH Entries will be delivered electronically to Bank through its Online Banking system (or other agreed upon method) by 7:00 p.m. CT one Business Day before the requested Effective Entry Date. Same day ACH is available and ACH Entries shall be delivered to Bank through its Online Banking system (or other agreed upon method) by 3:00 p.m. CT on the Effective Entry Date.

38. **Financial Information and Audit.** Bank may from time-to-time request information from Company in order to evaluate a continuation of the service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Company agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Company authorizes Bank to investigate or reinvestigate at any time any information provided by Company in connection with this Agreement or the Service. Upon request by Bank, Company hereby authorizes Bank to enter Company's business premises for the purpose of ensuring that Company is in compliance with this Agreement and Company specifically authorizes Bank to perform an audit of Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Company hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Company's location(s) and Company shall comply with any such mandate. In addition, Company hereby agrees to allow Bank to review available reports of independent audits performed at Company location related to information technology, the service and any associated operational processes. Company agrees that if requested by Bank, Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Company. If Company refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Company is unacceptable, if Company violates this Agreement or the Rules, or if Company refuses to give Bank access to Company's premises, Bank may terminate the service and this Agreement according to the provisions hereof.

BUSINESS BILL PAY ADDENDUM

1. **Description of Service.** This Business Bill Pay Service allows Company to direct Bank and Designated Service Provider to submit Payment Instructions to make payments Company chooses in accordance with this Agreement to a designated Payee utilizing the System.

2. **Bill Pay Services.** Company will establish and authorize bill payments to the Payee by submitting Payment Instructions to Bank and Designated Service Provider through the System. Company is solely responsible for choosing the Payment Account, establishing Payees, and providing accurate Payment Instructions. All Payees must have a valid US address, zip code, and telephone number. At the sole discretion of Bank or Designated Service Provider, payments may include, but may not be limited to, an electronic payment, an electronic check payment in the form of a single-use pre-paid card, or a paper draft check payment (funds remitted to the Payee are deducted from Company's Payment Account when the paper draft check is presented to Bank for payment). Subject to the terms and conditions of this Agreement, Designated Service Provider will follow Company's Payment Instructions by debiting Company's Payment Account and remitting the funds on Company's behalf to the designated Payee.

3. **Bill Pay Access.** Company may use the Service offered by Bank through Designated Service Provider according to the terms and conditions of this Agreement. All Accounts, including Personal Accounts, are eligible to be enrolled in the Service.

4. **Payment Cancellation Requests and Stop Payments.** Company may cancel or edit any Scheduled Payment (including Recurring Payments) prior to 3 p.m. CT on the Payment Processing Date only if Designated Service Provider has not begun to process the payment. There is no charge for canceling or editing a Scheduled Payment. Company understands and agrees once any Payment Instruction is in-process, it cannot be canceled or edited through the Service or that any stop payment request can be honored only if Payment Account has not already been debited for the payment and Bank or Designated Service Provider has had a reasonable time to act on the stop payment request. In addition, stop payment requests are subject to the provisions set forth in this Agreement. Customary stop payment fees will apply.

   Bank or Designated Service Provider's ability to process a stop payment request will depend on the payment method and how the funds were remitted to the Payee and the elapsed time since the Payment Instructions were processed. Bank or Designated Service Provider may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If Company desires to stop any payment that has already been processed, Company must contact customer service at Bell Bank at 866-221-1136. Although Bank and or Designated Service Provider will make every effort to accommodate Company's request, Bank and or Designated Service Provider will have no liability for failing to do so, and Company shall indemnify Bank and Designated Service Provider for any damages incurred during such attempt.

5. **Timeliness of Payments.** Company is solely responsible for scheduling and authorizing bill payments in such a manner that the bills will be paid on time.

6. **Payment Scheduling.** When scheduling payments, Company must select a Scheduled Payment Date that is no later than the actual Due Date reflected on Company's Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, Company must select a Scheduled Payment Date that is prior to the actual Due Date. Scheduled Payment Dates must be earlier than the late date or grace period.

7. **Recurring Payments.** Company is able to schedule Recurring Payments through the Service. When a Recurring Payment is processed, the next instance of the Recurring Payment is automatically scheduled by the Service. Based upon the frequency settings selected by Company for the Recurring Payment, the next Scheduled Payment Date is chosen by the Service for the next occurrence of the Recurring Payment. If the chosen Scheduled Payment Date falls on a non-Business Day, the Scheduled Date will be set to the preceding Business Day. If Company frequency settings for a Recurring Payment specify the 29th, 30th, or 31st as the Scheduled Payment Date for a particular month where those days do not exist in that month, then the last Business Day of that month will be used as the Scheduled Payment Date.

8. **Rush Payments.** Rush Payments are available to Company through the Service. Rush Payments guarantee delivery of bill payments to Payees within two Business Days. Fees for Rush Payments are disclosed within the Service when scheduling a Rush Payment.

9. **Payment Authorization and Payment Remittance.** By providing Bank and Designated Service Provider with Payment Instructions through the Service, Company authorizes Bank and Designated Service Provider to make payments to a designated Payee Account by debiting the designated Payment Account. In order to process payments more efficiently and effectively, Designated Service Provider may edit or alter payment data or data formats in accordance with Payee directives in order for payments to be processed electronically.

   When Bank and Designated Service Provider receives Payment Instructions from Company through the Service, Company authorizes Bank and Designated Service Provider to debit Company's Payment Account and remit funds on Company's behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by Company. Company also authorizes Bank and Designated Service Provider to credit Company's Payment Account for payments returned to Bank and or Designated Service Provider by the United States Postal Service or Payee.

   Designated Service Provider will use commercially reasonable efforts to make all Company's payments properly. However, Bank and Designated Service Provider shall incur no liability and any service guarantee, as described above, shall be void if Bank and Designated Service Provider is unable to complete any payments initiated by Company because of the existence of any one or more of the following circumstances:

   a. If, through no fault of Bank, Company's Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of Company's Payment Account;

   b. The payment processing center is not working properly, and Company knows or has been advised by Bank and or Designated Service Provider about the malfunction before Company executes the transaction;

   c. Company has not provided Designated Service Provider with the correct Payment Account information, or the correct name, address, telephone number or Payee Account information for the Payee.

   Bank and Designated Service Provider are not required to honor any Payment Instructions if Collected Balance, or Available Balance for Personal Accounts, is not sufficient in the Payment Account in an amount equal to or greater than the amount of the item. In the case of insufficient funds, Bank or Designated Service Provider has the option in its sole discretion to either honor or dishonor the item. If the item is honored, Company is liable for any overdraft and related charges. If the item is dishonored, Company is responsible for any related charges from Bank or third parties.

10. **Prohibited Payments.** Payments to Payees outside of the United States or its territories are prohibited through the Service.

11. **Exception Payments.** Tax payments and court-ordered payments should not be scheduled through the Service. In no event shall Bank or Designated Service Provider be liable for any claims or damages resulting from Company scheduling these types of payments. The service guarantee described above, as it applies to any late payment related charges, is void when these types of payments are scheduled and/or processed through the Service. Bank and Designated Service Provider has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, un-posted or misdirected payments will be the sole responsibility of Company and not Bank or Designated Service Provider.

12. **Bill Delivery and Presentment.** This feature is for the presentment of electronic bills ("eBills") only and it is Company's sole responsibility to contact Payees directly if Company does not receive its statements. In addition, if Company elects to activate one of the Service's electronic bill options, Company also agrees to the following:

    a. Designated Service Provider is unable to update or change Company's information including, but not limited to, name, address, telephone numbers and email, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is Company's responsibility to maintain Login Credentials for all electronic Payee sites. Company also agrees not to use information received without authorization to gain unauthorized access to another person or company's bill. Designated Service Provider may, at the request of the Payee, provide to the Payee, Company's email, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing Company about Service and/or bill information.

    b. Upon activation of the electronic bill feature, Designated Service Provider may notify the Payee of Company's request to receive electronic billing information. The presentment of Company's first electronic bill may vary from Payee to Payee and may take up to sixty (60) calendar days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper

copy of Company's statement(s) is at the sole discretion of the Payee. While Company's electronic bill feature is being activated, it is Company's responsibility to keep its Payee Accounts current. Each electronic Payee reserves the right to accept or deny Company's request to receive electronic bills.

c. Company's activation of the electronic bill feature for a Payee shall be deemed by Designated Service Provider to be Company's authorization for Designated Service Provider to obtain bill data from the Payee on Company's behalf. For some Payees, Company will be asked to provide Designated Service Provider with Company's Login Credentials for that Payee. By providing Designated Service Provider with such information, Company authorizes Designated Service Provider to use the information to obtain Company's bill data.

d. Designated Service Provider will use commercially reasonable efforts to present all of Company's electronic bills promptly. In addition to notification within the Service, Designated Service Provider may send an email notification to the email listed for Payment Account. It is Company's sole responsibility to ensure that this information is accurate. In the event Company does not receive notification, it is Company's responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. Company is responsible for ensuring timely payment of all bills.

e. The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. Company may cancel electronic bill presentment at any time. The timeframe for cancellation of Company's electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) calendar days, depending on the billing cycle of each Payee. Designated Service Provider will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

f. Company agrees to hold Bank or Designated Service Provider harmless should the Payee fail to deliver Company's statement(s). Company is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

g. Designated Service Provider is not responsible for the accuracy of Company's electronic bill(s). Designated Service Provider is only responsible for presenting the information it receives from the Payee. Any discrepancies or disputes regarding the accuracy of Company's electronic bill summary or detail must be addressed with the Payee directly.

h. This Agreement does not alter Company's liability or obligations that currently exist between Company and its Payees.

13. **Service Termination, Cancellation or Suspension.** Any payment(s) Bank or Designated Service Provider has already processed before the requested cancellation date may be completed by Bank or Designated Service Provider, in its sole discretion. All Scheduled Payments including Recurring Payments will not be processed once the Service is cancelled. Bank or Designated Service Provider may terminate this Service to Company at any time and for any reason, including, but not limited, non-use of the Service for an extended period of time. Termination shall not affect Company's liability or obligations under this Agreement.

14. **Establishing and Maintaining Payees.** To begin using the Service, Company must establish at least one Payee in the Payee List. Company may add, modify, or delete Payees as necessary. Company is responsible from managing the Payee List and maintaining accurate Payee information, such as, but not limited to the address to which the Payee specifies payments are to be delivered, Payee Account number and the name on the Payee Account. All Payees must have a valid U.S. address, zip code, and telephone number. Bank and Designated Service Provider reserve the right to refuse or remove a Payee for any reason.

15. **Scheduling Payments.** Company must choose a Payee from the Payee List and indicate through Payment Instructions whether bill payment is for one-time or a Recurring Payment.

16. **Payee Limitation.** Bank reserves the right to cancel any bill payments to Payee to whom Company may direct a payment. Bank will notify Company promptly if Bank decides to cancel bill payments to a Payee designated by Company. This notification is not required if Company attempts to make a prohibited payment or an exception payment under this Agreement.

17. **Returned Payments.** In using the Service, Company understands that Payees and/or the United States Postal Service may return bill payments to Company or Designated Service Provider for various reasons including, but not limited to (i) Payee's forwarding address expired; (ii) Payee Account number is not valid; (iii) Payee is unable to locate Payee Account; or, (iv) Payee Account is paid in full or has been turned over to another business, person or other entity. If a bill payment is returned due to the Payee unable to locate the Payee Account, the Payee will be deactivated in the Service and all Scheduled Payments and Recurring Payments for that Payee canceled. If bill payments in the form of a paper draft check are returned to Designated Service Provider due to an invalid Payee address, Designated Service Provider will update the Payee address if an updated address was provided with the returned paper draft check. Company may receive notification from the Service in the event an electronic bill payment is returned.

18. **Information Authorization.** Company agrees that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

19. **Single Use Virtual Card Payment.** Certain Service payments may be processed using a prepaid, single-use virtual card. Single use virtual cards provide a fast and secure way for Company's payment to be delivered. In the event your payment is processed using a single use virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation you may receive from your Payee.

ELECTRONIC DATA INTERCHANGE ADDENDUM

1. **Description of Service.** This Electronic Data Interchange Service uses electronic information processing to automate the exchange of business and financial information between Bank and Company, as well as other parties. Bank will distribute such information to you as it is received through the ACH network in a format previously agreed upon by both of us. This Service allows Company to access and download a record or records that contain supplemental data related to an ACH Entry ("ACH Addenda") posted to one or more of Company's Accounts maintained with Bank.

2. **EDI Access.** Company may elect to receive ACH Addenda reports on all or some of the Standard Entry Class Code ACH Entries, as requested in writing or through the System.

LOCKBOX SERVICE ADDENDUM

1. **Description of Service.** This Lockbox Service allows Company to direct its customers and debtors to mail remittances to a designated United States Postal Service Post Office Box ("PO Box") for pickup, process and deposit to Company's designated Account(s) by Bank. Lockbox Services provided to Company will vary from this Agreement only as requested by Company in writing and approved by Bank.
2. **Assignment of Lockbox Number.** Bank will make available to Company a designated Lockbox, assign a BIN for the receipt of Checks as well as Charges, and advise Company of the Remittance Address.
3. **Mail Pickup and Receipt.** Bank will pick up mail received at the Remittance Address in accordance with Bank's regular schedule. Bank may change the scheduled pick up of mail at any time at Bank's discretion.
4. **Deposits.** Only Checks drawn on United States (US) banks and Charges (credit card payments) are acceptable deposit items under the timeframes listed. Bank will send foreign Checks for collection and deposit the funds when received.
5. **Payee List.** Company will provide Bank with a list of Payee names that Company has the legal authority to accept Checks for deposit and otherwise negotiate. This includes variations of the legal name(s). Checks payable to unacceptable payees will be returned to Company.
6. **OCR Documents.** Company's OCR document and remittance envelope must be designed in accordance with Bank's technical specifications, as revised from time to time. These technical specifications include requirements for document size, paper weight, OCR line placement, OCR line content, and document colors. Company must provide Bank with sample OCR documents and remittance envelopes for testing and approval prior to the implementation of the Lockbox Services, and prior to implementing any changes to the OCR scan line, any wording change or any print changes (e.g., font changes and changes in the placement of data on the OCR document).
7. **Use of Lockbox.** Company will instruct its customers to limit use of the Lockbox to the receipt of Checks (checks, drafts and money orders) and, if applicable, Charges (credit card payments) only. Cash remittances or other items of value cannot be sent to Company's Lockbox. Company must instruct Company's remitters not to send such items to the Remittance Address. If Bank receives any cash or other such items, Bank will use reasonable efforts to (i) deposit any cash remittances in Company's designated Account; and (ii) forward to Company any other items of value received at the Remittance Address. Bank is not, however, liable to any person for any cash remittances or other items of value sent to Company's Remittance Address which may be lost, stolen or misplaced. With respect to any sundry correspondence or other related documents other than Lockbox documents sent to Company's Lockbox, Bank will make a good faith effort to image or return such documents to Company per Company's instructions and Bank shall not be responsible for lost, stolen or misplaced documents. Bank will not read, inspect or otherwise process such correspondence or documents.
8. **Courtesy Amount.** Checks will be processed for the courtesy (numeric) amount. If the courtesy (numeric) is unreadable, Bank will process the check for the written amount.
9. **No Duty to Inspect.** Bank will not inspect any Check, OCR document, or Charge authorizations or other accompanying document for any writing from Company's remitters (such as "paid in full," "final payment" or words of similar meaning), and Bank will not be responsible for taking (or failing to take) any action based upon any such writing.
10. **Funds Availability.** All checks will be subject to Bank's established funds availability policy, including Bank's policy for placing case-by-case and exception holds.
11. **Rejects/Exceptions.** Rejects and exceptions will be returned to Company. Rejects and exceptions consist of Checks issued to unacceptable payees, unreadable Checks, cash, empty envelopes, etc.
12. **Returned Items.**
    a. Checks returned unpaid for any reason will be charged to the account where deposited. Returned Checks will be in the form of a Substitute Check. Substitute Check returns shall be mailed to Company; or,
    b. To re-present a Substitute Check, Company can deliver to Bank as a normal deposit.
13. **Account Reconciliations.**
    a. Company shall reconcile Period Statements to confirm deposits within thirty (30) calendar days of receipt.
    b. Any settlements not credited, credited in error, or in a different amount should be immediately reported to Bank.
14. **Security.** Company will maintain the security and strict confidentiality of all account numbers and identification data (identification data, codes and passwords) as well as information concerning access to Lockbox Service including the confidential service information (information concerning access to any Lockbox Service, including the security procedures). If at any time any identification data or confidential security information has been lost, stolen or misused or Company believes that the security of communications between Bank and Company has been compromised or is in any way insecure, Company must notify Bank promptly (with confirmation in writing) and assist Bank in investigating and remedying the situation.
15. **Termination.** Bank makes available to Company a designated Lockbox. If Lockbox Services are terminated, Bank will follow Company's directions for the mail addressed to the Lockbox for a period of three (3) months after the date of termination of the Lockbox Services, unless otherwise agreed by Company and Bank. Bank's normal service fees apply for this period and Company authorizes Bank to prepay the anticipated amount via a charge to Company's designated Account at the time of termination.
16. **Lockbox Remittances.**
    a. Bank will open mail picked up at the Remittance Address, extract Checks and remittance documents, and process and prepare Checks for deposit to Company's designated Lockbox Account. Bank will provide Company with electronic images of all Checks processed for that Business Day in accordance with Company's instructions and will maintain digitized images of all Checks processed for Bank's customary retention period. Bank will accumulate remittance data during the processing of Company's Lockbox deposits and transmit that data to Company in accordance with Company's instructions. Remittance data may include the account number, the amount billed, the amount paid, or other data contained in the remittance documents.
        i. Company represents and warrants that Company has the legal authority to accept for deposit and otherwise negotiate Checks payable to payees different from Company's legal name as such names are designated on the Service Documentation. Bank will deposit Checks in or otherwise credit Company's designated Lockbox Account for Checks processed on each Business Day in accordance with Bank's customary practices, deposit cut-off hours and applicable law. Company may also designate a Lockbox Account as Company's Settlement Account to be credited for Charges or debited by Company's Merchant Processor under the terms of Company's merchant services agreement.
        ii. Bank will have the right to charge back to Company's designated Account for the amount of any Check deposited in or otherwise credited to Company's Lockbox Account through this Lockbox Service which Bank determines was not payable to Company or is returned to Bank for any reason.
17. **Merchant Charges:** Unless advised otherwise by Bank, in order for Bank to perform Merchant Processing on behalf of Company, Company must establish a Merchant account with PayTrace/FIS.
18. **Deposit Cutoff Time and Reporting Time:** Checks will be processed until 11:00 a.m. CT each Business Day. Checks received after that time will be processed the next Business Day. Deposit reports will be delivered at 1:00 p.m. CT each Business Day.
19. **Reporting:** Report information is available online for ninety (90) calendar days. For an additional fee, Bank will retain the information for one hundred eighty (180) calendar days, three hundred sixty (360) calendar days or seven (7) years.

ELOCKBOX ADDENDUM

1. **Description of Service.** The eLockbox Service provides you with the ability to receive payments electronically that are initiated by your customers through an online banking application or through a bill payment service provider (each a "Payment Provider"). The payment details will be consolidated and made available to you via an online portal and you will be able to assign or reject payments prior to receiving the data and funds into a designated Account. Payment funds are transmitted via ACH to the designated Account. In order to use the eLockbox Service, you must enroll in the eLockbox Service by completing the Acceptance of Treasury Management Services form.

2. **Payment Data.** Bank agrees to capture, combine and reformat electronic payment and remittance data originated by your customers or other third parties through online banking or bill payment services at other financial institutions ("Payment Data"). You expressly authorize Bank and its Designated Service Provider to accept and process the Payment Data and payment funds, such that the receipt of such Payment Data and payment funds by Bank or its Designated Service Provider shall be deemed to be the same as receipt of such Payment Data and payment funds by you yourself.

3. **Company Responsibilities.** You will designate a checking Account for the eLockbox Service and provide Bank with the information required for Bank to create the functionality of the eLockbox Service. You are solely responsible for providing Bank with updated information with respect to the customer information required by Bank to provide the eLockbox Service, and for any damages incurred as a result of failure to update such information in a timely manner. You are solely responsible for (i) obtaining and maintaining all system interface (e.g., hardware/software, communication) access to enable you to receive the eLockbox Service; (ii) obtaining appropriate contractual and other required authorizations from, and, as necessary, providing appropriate notices to, your customers; and (iii) complying with all contractual and other obligations you owe to your customers. You are also responsible for ensuring the accuracy of all data and information, instructions, and representations supplied in connection with the eLockbox Service. Bank is not responsible for detecting any errors in the Payment Data. You agree that you shall use the online portal to assign or reject all Payment Data within two (2) business days after Bank transmits remittance data to you. You agree to cooperate with Bank in resolving any incorrect, incomplete or invalid data. After two (2) business days, any non-assigned payments may be automatically rejected and returned to your customer. You further agree that Bank will, and you direct Bank to, initiate an ACH debit to your Account for the amount of all invalid remittances which fail to be resolved according to the provisions of this Section. You will reimburse Bank for the dollar amount of payments credited to you and returned unpaid to Bank, irrespective of the reason for the return. In the event you fail to reimburse us for such amounts, Bank shall invoice you for all such returned items, in which case you shall immediately pay such amounts to Bank.

4. **Bank Responsibilities.** Bank shall deliver or provide access to Payment Data, according to the format, schedule and via the method of electronic transmission agreed upon by the parties. Any changes to the formats or methods shall only be made upon mutually acceptable terms and conditions and at Bank's then-current rates. Requests by you for additional records and information are subject to the mutual agreement of the parties and you will be responsible for Bank's costs in creating and delivering such additional records. Bank's obligation to perform any eLockbox Service is subject to your timely performance of all activities on which Bank's performance depends. Bank will credit the designated Account in an amount equal to the payment received and debit the Account in an amount equal to any returns or reversals. You acknowledge that payments will not be transmitted electronically in the following circumstances: (i) where the customer utilizes a financial institution that is not accessible through ACH; and/or (ii) where the customer's account number is incomplete, incorrect, or otherwise fails the account number edit procedures established by Bank.

5. **Payment Provider Reliance.** You acknowledge and agree that Bank's ability to process payments under the eLockbox Service in a timely and accurate manner is dependent upon data being provided by a third-party payment provider of your customers. Bank shall not be liable to you for any delays or failure to complete any aspect of the eLockbox Service in the event the Payment Provider networks or communications system is terminated or interrupted for any reason. Bank assumes no responsibility for the accuracy, timeliness or the completeness of the Payment Data delivered from the Payment Provider to Bank.

6. **Settlement.** If the Payment Data contains valid remittance account numbers, funds will be credited to your Account on the next business day following receipt of the Payment Data. Each credit so posted is subject to receipt of good and available funds. Prior to the credit to your Account, you agree that your funds may be commingled with funds of third parties.

7. **Company Prohibitions**. You shall not, directly or indirectly: (a) reverse engineer, copy (other than as necessary for you to exploit the license granted above), make derivative works, disassemble, decompile, or modify the Services; or (b) facilitate, create, or maintain any unauthorized connection or access to the eLockbox Services, including, without limitation, under any circumstance rent, lease, lend, or otherwise provide access to the Services to any third person.

8. **Laws and Regulations**. Each party will comply with all laws, rules, and regulations that apply to its business and these eLockbox Services, including without limitation: (i) the Rules, (ii) any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of Treasury, (iii) the USA Patriot Act, the federal Bank Secrecy Act, and any implementing regulations as may be in effect from time to time, and (iv) any and all statutes or regulations of any state relating to money transmission, as the same may be amended and in effect from time to time. You will maintain all licenses and registrations that are necessary for your business.

9. **Discrepancy or inconsistency**. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this eLockbox Addendum, the terms of this eLockbox Addendum will control with respect to the eLockbox Service, but only to the extent necessary to resolve the discrepancy or inconsistency.

WIRE TRANSFERS ADDENDUM

1. **Wire Transfer Access.** If requested by Company and available as a Service by Bank, Bank will provide this Wire Transfer Service to Company subject to and according to the terms and conditions of this Agreement and the related Service Documentation.

   Company may use the Services to establish and authorize Online Wire Transfers to Payees by submitting wire transfer instructions to Bank via Online Banking or a physical Bank location where wire transfer Services are available. Subject to the terms and conditions of this Agreement, Bank will follow Company's wire transfer instructions by debiting Company's Account and remitting the funds on Company's behalf to the Beneficiary. Company is solely responsible for choosing the Account, establishing the Beneficiaries, and providing accurate Payment Instructions.

2. **Authorization and Remittance.** By providing Bank with names and Account information of Beneficiaries Company wishes to wire funds to, Company has authorized Bank to follow Company's wire transfer instructions and to debit Company's Wire Account and remit funds on Company's behalf to the designated Beneficiaries.

   a. Company authorizes Bank to rely on verbal, e-mail, or Online Banking to initiate wire transfers. Company has or will provide Bank with names of persons authorized to initiate wire transfers.

   b. Each wire transfer request shall include the amount of the transfer, the Wire Account information, the Beneficiary's name, account number, and physical address, the name and routing and transit number of the Beneficiary's bank, and such other information as Bank may reasonably request.

   c. Company authorizes Bank to (i) execute and charge Company's Wire Account at Bank for all wire transfer requests delivered to Bank in compliance with the security procedures established in section 9(f) of this Addendum and all other terms of this Agreement; (ii) Bank will record and/or document all verbal instructions and retain the recordings or such documentation for such period of time that Bank deems necessary; (iii) use whatever means Bank, in good faith deems acceptable under the circumstances to execute each wire transfer request, including selection of funds transfer system, routing, and means of transmission.

3. **Insufficient Funds.** Bank is not required to honor any wire transfer instructions if the Collected Balance in the Wire Account is not sufficient for the amount of the wire transfer instructions.

4. **Inconsistency of Wire Transfer Instructions.** Company represents that wire transfer instructions are complete and accurate. Company acknowledges that if wire transfer instructions include incorrect information, Company may lose funds instructed to be sent. It is not Bank's responsibility to attempt to detect erroneous or unauthorized wire transfer instructions. If wire transfer instructions define a Beneficiary inconsistently by name and account number, the wire transfer may be made on the basis of the Account number even if the Account number identifies someone different from the Beneficiary. If wire transfer instructions identify a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification required by the Beneficiary's bank.

5. **Cancellations or Amendment of Wire.** Company shall have no right to cancel or amend any wire transfer after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company to cancel or amend a wire transfer. Company must call Bank in an attempt to cancel or amend the instructions. Bank shall have no liability if Bank fails to affect the cancellation or amendment. Company shall reimburse Bank for any expenses, losses or damages Bank incurs in effecting or attempting to affect Company's request for the cancellation or amendment.

6. **Compliance.** Company represents and warrants that it will comply with the Wire Account Regulations, applicable laws, regulations, regulatory requirements and Bank's current Service Documentation.

7. **Foreign Transactions.** Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If Company directs a payment order to a foreign country, Bank may execute the order in the currency of the country of the Beneficiary's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the Beneficiary bank. If the wire transfer is made in U.S. dollars, Bank cannot guarantee that the Beneficiary will receive the funds in U.S. currency. The Beneficiary bank may convert the funds into the local currency and may also charge incidental fees. If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Unless you advise us otherwise, we may charge your Account to pay for fees imposed by intermediary banks or instruct such banks to obtain payment of their charges for wire transfer Services and expenses by deducting the amount from your order. A portion of those charges may be shared with us.

8. **Additional Foreign Online Wire Transfers Instructions.** In order to process an Online Wire Transfer to a foreign country, additional information may be required, such as a SWIFT Bank Identifier code (SWIFT BIC), International Routing Code (IRC) as applicable, and to participating countries the Beneficiary's International Bank Account Number (IBAN). Requirements are subject to change at any time.

9. **Transmittal of Online Wire Transfer Authenticity.**

   a. Company shall transmit any and all wire transfer requests to Bank in accordance with this Agreement. Company shall comply with the security procedures described in this Agreement. Bank will send a confirmation on all Online Wire Transfer instructions submitted through Online Banking to Company's email included on the Online Wire Transfer application or as otherwise provided by Company to Bank. Company acknowledges that it has reviewed the security procedures and agrees that they are commercially reasonable for Company in light of the size, frequency and amount of transactions Company expects to initiate. Bank and Company both agree that the authenticity of wire transfers submitted to Bank in its name as sender will be verified solely pursuant to the security procedures and Company agrees to comply with the security procedures.

   b. Company acknowledges that the security procedures are for verification of authenticity of a wire transfer sent to Bank in Company's name and not to detect errors in the transmission or content of the wire transfer. Bank and Company have not agreed to any security practice or procedure for the detection of any such error. All wire transfers sent to Bank (and cancellations and amendments) in Company's name and accepted by Bank in compliance with the security procedures desired by Company will be binding upon Company regardless of whether they are authorized by Company.

   c. Company shall prevent and safeguard against unauthorized transmissions, disclosures and access to Security-Related Items. Company shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-Related Items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in this Agreement.

   d. Without limiting the foregoing, Company warrants that only System Managers and System Users will be allowed to initiate Online Wire Transfers. If Company suspects, knows, believes or has reason to believe that anyone who is not a System Manager or System User has transmitted or attempted to transmit one or more Online Wire Transfers, or that the security procedures or other Security-Related Items have otherwise been compromised, Company agrees to immediately notify Bank and agrees that any Online Wire Transfer received by Bank before or within a reasonable time after such notice to Bank shall be treated as authorized by Company.

   e. Company hereby authorizes Bank to transmit any wire transfer instructions received by Bank from Company in accordance with the terms and conditions of this Agreement and to debit the amount of such Online Wire Transfer from the Wire Account specified by Company.

   f. Company will transmit Online Wire Transfers in accordance with the following Online Banking instructions:

      i. Bank offers its Online Banking Service to enable Company to issue Online Wire Transfer instructions from its terminal or desktop computer directly to Bank's wire transfer System via the internet. Company authorizes System Managers and System Users to receive all confidential funds transfer materials from Bank including Login Credentials and setup instructions.

         1. For new Service or to change existing Service, Company must specify:

            a. The Account(s) to be available to the System Managers; and,

            b. If System Managers can submit Online Wire Transfer instructions for domestic, foreign in USD, or foreign in foreign currency.

         2. Bank will supply the System Manager with Login Credentials that include an initial log-in password which must be changed immediately upon logging in the first time.

      ii. Bank recommends that Company requires a secondary authorization for all Online Wire Transfer instructions. In order to provide the most

security protection to Company, for transfers not transmitted through SFTP, secondary authorization should be given by a different System Managers or System User using a security token furnished by Bank

iii. In the event that there is an outage with Online Banking, Bank offers an Alternative Method to enable Company to issue Online Wire Transfer instructions to Bank through Online Banking's Secure Message service. If Online Banking's Secure Message Service is unavailable, Company will utilize Bank's Secure Email to transmit Payment Instructions and will call Bell Bank at 866-221-1136 or HealthcareBank 866-442-2472 option 2, as applicable to authenticate identity. Company authorizes Individuals with access to the Online Wire Transfer Service to receive all confidential funds transfer materials from Bank related to this Service. In addition, Company must authorize Individuals to submit Online Wire Transfer instructions to Bank through Online Banking's Secure Messaging service or Bank's Secure Email service.

1. In the event that Company's Mobile Device or desktop computer with VIP Access App, is lost, or is otherwise inaccessible, Company will contact Bank to report Individuals' Login Credentials with linked Credential ID and request connection removed. Company will obtain a different Mobile Device or desktop computer, download VIP Access App and contact Bank to link new Credential ID to Individuals' Login Credentials.

2. In the event that the hand-held security token malfunctions, is lost, or is otherwise inaccessible, Company will contact Bank to report and request Individuals' Login Credentials with linked Credential ID be removed. Bank will link a new Credential ID to a replacement hand-held security token for Individual and complete the out-of-band authentication on behalf of the Individual for the Online Wire Transfer before sending the new hand-held security token to Company for Individual.

10. **Automated Wire File Delivery**. If Bank offers Automated Wire File Delivery through SFTP, it will be available to Company by indicating on the Agreement and Service Documentation.

a. **SFTP Security Procedures**. Company acknowledges and agrees that:

i. Wires transmitted through SFTP require PGP File Encryption through SSH Protocol. This is a required SFTP Security Procedure and cannot be waived;

ii. To the extent Company uses the Automated Wire File Delivery Service through SFTP to send wire transfer instructions to Bank, the "SFTP Security Procedures" shall refer to the Security Procedures section of this Service Addendum modified to exclude the authentication tools available to wire transfer instructions that are sent to Bank using the Bank's Online Banking platform. The SFTP Security Procedures may not be as secure as the security procedures otherwise made available pursuant to this Agreement, and some fraud protection programs offered by Bank for transactions conducted via the Service are not available to Company as a result of Company's use of SFTP;

iii. Company chooses to use SFTP instead of the security procedures available through the Online Banking platform to transmit wire transfer instructions understanding that authenticating the transmission of such data by the SFTP Security Procedures instead of the security procedures available through the Online Banking platform may increase the risk of unauthorized transactions, and Company accepts such increased risks;

iv. Company: (i) has determined that the SFTP Security Procedures will provide a commercially reasonable method for verifying whether a wire transfer instruction is that of Company and that as part of the review, Company has considered the size, type, and frequency of the wire transfer instructions Company normally makes or anticipates making, along with such other factors as Company may deem relevant or appropriate; and (ii) Company shall immediately notify Bank if Company believes Company SFTP software has been accessed or used by an unauthorized party;

v. Company agrees that if the size, type or frequency of wire transfer instructions made by Company or on Company's behalf change such that the SFTP Security Procedures no longer provide a commercially reasonable method of providing security against unauthorized wire transfer instructions, Company shall immediately notify Bank; and

vi. Company agrees that if Bank acts on a wire transfer instruction in compliance with the SFTP Security Procedures, then Company will be obligated on the wire transfer instruction, and it will be treated as Company's wire transfer instruction, whether or not authorized by Company. Further, regardless of whether or not Bank complied with the SFTP Security Procedures, any wire transfer instruction received by Bank will be treated as Company's and will bind Company if the wire transfer instruction is delivered to Bank directly or indirectly by any authorized representative of Company, or if Company would otherwise be legally bound by the wire transfer instruction, regardless of whether the wire transfer instruction was erroneous in any respect or that any loss would have been prevented if Bank had complied with the SFTP Security Procedures.

11. **Security Procedures.**

a. Adding the Online Wire Transfer Service requires all System Managers or System Users at Company who will submit or approve Online Wire Transfers to use a security token when submitting Online Wire Transfer instructions to Bank. This requirement cannot be waived. Security tokens may be offered, when available, as an additional security procedure for wire transfer requests imitated via secure email, telephone, or telefacsimile.

b. Company authorizes Bank to execute wire transfers from any authorized user as provided by Company to Bank.

c. Bank will conduct a callback on wires received via phone or email or to an authorized individual who has been designated by Company to verify funds transfers. Company authorizes Bank to execute a wire transfer upon verification by the callback party.

d. Bank may, at its sole discretion, conduct call bank verification regarding the authenticity or accuracy of any wire transfer request.

e. Before sending a wire transfer request to Bank, Company agrees to review the security procedures and determine whether the security procedures will provide a commercially reasonable method for verifying whether a wire transfer request is unauthorized. As part of the review, Company will consider the size, type, and frequency of wire transfer requests Company makes or anticipates making, along with such other factors as Company may deem relevant or appropriate. Company agrees that the security procedures offered by Bank are commercially reasonable. If the size, type, frequency and/or amount of the transactions made by you change, such that the security procedures in use by you no longer provide a commercially reasonable method of providing security against unauthorized payment orders, you agree to immediately notify us. Company understands and acknowledges that if Bank acts on a wire transfer request in compliance with the security procedures, then Company will be obligated on the wire transfer, and it will be treated as your wire request, whether or not authorized by you. Regardless of whether or not Bank complied with the security procedures (or if any loss would have been prevented) a wire transfer request received by us directly or indirectly from an authorized representative will be treated as authorized by Company.

f. Company is responsible for safeguarding secure information and security procedures. In connection with such safeguarding obligations, Company agrees to implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the wire transfer Services. Company assumes all risk associated with the disclosure of any part of the security procedures to third parties, including employees. Company agrees to limit disclosures of security procedures to those third parties, employees or agents that Company authorizes to access such services. Bank may elect to verify the authenticity or content of any wire transfer request by sending a secure email, text, or placing a call to any authorized signer on Company's Account or any other person designated by you for that purpose. Bank may deny access to Wire services without prior notice if Bank is unable to confirm to our satisfaction any person's authority to access the services or if we believe such action is necessary for security reasons.

Each time Company makes a wire transfer request, Company warrants that Bank's security procedures are commercially reasonable (based on the normal size, type, and frequency of Company's transactions). Company's failure to accept security procedures offered increases its exposure to and responsibility for, unauthorized transactions. Company agrees to be bound by any transfer, instruction or wire transfer request Bank receives, even if it is not authorized by you, and is otherwise processed by Bank in accordance with the security procedures designated for the service.

12. **Delivery and Timing:** All domestic Online Wire Transfer instructions delivered through Online Banking shall be delivered to Bank by 5:00 p.m. CT. All international USD and international FX currency Online Wire Transfer instructions delivered through Online Banking shall be delivered to Bank by 4:00 p.m. CT. All instructions received after the deadline will be processed the following Business Day.

13. **Limits:** Bank establishes limits for wire transfers and Individuals must send a Secure Message through Online Banking or call Bell Bank at 866-221-1136 or HealthcareBank 866-442-2472 option 2, as applicable, if a temporary increase is required.

14. **Funding.** Company must ensure that the Collected Balance in the Wire Account is equal to or greater than the amount of the wire transfer instructions.

POSITIVE PAY ADDENDUM

1. **Description of Service.** This Positive Pay Service allows Company to use Positive Pay Services to help identify and resolve suspect Check and ACH activity in a timely manner subject to and according to the terms and conditions of this Agreement and the related Service Documentation. Review the section entitled "Fraud Detection and Prevention – Positive Pay and Indemnification" in the General Terms and Conditions if you do no not enroll in our Positive Pay Service in connection with your Account.

2. **ACH Transaction Filter / Block Setup.** Company shall create Company ACH Rules in the System to block Credit Entries and Debit Entries, pursuant to the requirements detailed in Bank's current Service Documentation.

3. **ACH Authorization Company ACH Rules Setup.** Prior to the Service detecting and creating unauthorized ACH Debit Entry Exception(s), Company shall create and maintain Company ACH Rules by using Login Credentials to access the System. A Company ACH Rule can include the originating company, standard entry class, transaction type (debits and credits), and maximum authorization dollar amount. These Company ACH Rules will determine if an ACH Exception will be created. If using ACH Positive Pay, Company shall define all pre-authorized Company ACH Rules in the System for Authorized Account pursuant to this Agreement and the requirements detailed in Bank's current Service Documentation. If an unauthorized ACH Credit Entry or ACH Debit Entry posts to Company's Authorized Account, Company ACH Rules determine if an ACH Credit Entry Exception or ACH Debit Entry Exception will be created.

   If Company creates a Company ACH Rule in the System to monitor for a specific Credit Entry or Debit Entry and chooses the value, email notification only, Company will receive an email notification, but no ACH Credit Entry Exception or ACH Debit Entry Exception will be created. Bank shall have no obligation to act on any Credit Entry or Debit Entry as a result of an email notification.

4. **Payment or Return of ACH Debit Entry Exceptions or ACH Credit Entry Exceptions.** Company will review the Exception List each Business Day by 3:00 p.m. CT through the Positive Pay System, otherwise Company's chosen default option will be applied If Company creates a Company ACH Rule in the System to block a Credit Entry or Debit Entry, Company agrees that Bank will pay or return all Credit and Debit Entries on Company's Authorized Account in accordance with the default option selected by Company. Company agrees Bank shall have no liability for any Debit Entries that are paid, or Credit Entries that are deposited, prior to the time Company creates Company ACH Rule to block such Credit Entry or Debit Entry.

   a. Subject to the provisions of this Agreement, as long as the Collected Balance in the Authorized Account is sufficient to pay the Debit Entry, Bank will pay any Debit Entries from the Authorized Account that are consistent with the information in the ACH Rule created by Company in the System. If the Collected Balance is not sufficient in the Authorized Account to pay the Debit Entries, then Bank, at its sole discretion and with no liability or obligation, may authorize or not authorize an overdraft of the Authorized Account.

   b. Debits Entries drawn against the Authorized Account which are not consistent with information in Company ACH Rule created by Company in the System shall be considered unauthorized and will be returned by Bank.

   c. Bank shall provide Company an Exception List that indicates whether Bank has received any ACH Debit Entry Exception or ACH Credit Entry Exception, in accordance with any Company ACH Rule.

5. **Check Positive Pay Services.** Prior to issuing any Checks on an Authorized Account, Company shall submit an Issued Check File to Bank one Business Day before issuing Checks to payees. The Issued Check File shall accurately state the complete Check number, exact amount, and the date of every Check issued on each Authorized Account since the last Issued Check File was submitted. Each Issued Check File must be submitted to Bank on designated Business Days by 6:00 p.m. CT by uploading/importing through the System. Company shall include the Payee name in the Issued Check File when electing to use Payee Match Positive Pay.

   Company shall upload the Issued Check File on the System. The Positive Pay System is capable of mapping Issued Check Files created from multiple software programs. Company will provide a sample file to Bank prior to training and Bank will map the file to create a template specific to Company.

   If Company issues a stop payment order on a Check that was listed in an Issued Check File, Check will be considered matched in the Positive Pay System.

   Bank may recommend Company use a certain designated vendor for check printing needs to assure that Company's business checks meet the standards of the ACH Rules. Company agrees to ensure the MICR encoding ink is of high quality. Not using business checks with high quality MICR ink could result in a large number of Positive Pay violations, Exceptions, and high costs to Company.

   With respect to the determination of an Exception Check:

   a. For each Check presented for payment through the check collection system, Bank shall compare each Presented Check by Check number and amount against each Issued Check File received by Bank on previous Business Days and not yet matched. On each Business Day, Bank shall pay and charge to the Authorized Account each Presented Check that matches the Check number and amount of the Check shown in any Issued Check File. Bank shall provide Company an Exception List that indicates whether Bank has received any Exception Checks and, if so, specifies the Check number and amount of any such Exception Check.

   b. For each Check presented for immediate payment to Bank "over the counter", such as by a teller transaction, Bank shall compare each Presented Check by Check number and amount against each Issued Check File received by Bank. If the Presented Check is an Exception Check, Bank shall turn away the Check regardless of the default option selected and refer the presenter of the Exception Check back to Company.

6. **Payment or Return of Exception Checks.** Company will review the Exception List each Business Day by 3:00 p.m. CT through the Positive Pay System, otherwise Company's chosen default option will be applied. Bank will pay or return Exception Checks in accordance with the default option selected by Company. Bank recommends a return default option for Company.

   a. Where Company has selected the return default option to apply to an Authorized Account, Bank shall return to the depository bank any Exception Check drawn on that Authorized Account, unless Company instructs Bank to pay such Check in a timely Pay Request through the System by 3:00 p.m. CT each Business Day in accordance with the Service Documentation. The Pay Request shall identify each Exception Check that Company desires to be paid by the Check number and amount specified in the Exception List and shall instruct Bank to pay such Exception Check.

      i. Bank shall pay and charge to the Authorized Account any Exception Check that Company directs Bank to pay as provided above.

   b. Where Company has selected the pay default option to apply to an Authorized Account, Bank may pay and charge to the Authorized Account any Exception Check provided that Company has not objected to such payment in a Return Request through the System by 3:00 p.m. CT each Business Day in accordance with the Service Documentation. A Return Request shall identify each Exception Check that Company desires not to pay by the complete Check number and amount specified in the Exception List and shall instruct Bank to return the Exception Check.

      i. Bank shall return to the depository bank any Exception Check that Company instructs Bank to return as provided above.

7. **Payee Match Positive Pay Services.** For Payee Match Positive Pay, Company agrees to comply with the Payee Match Positive Pay implementation guidelines document.

8. **Payee Match and Decision Learning.** As part of the Payee Match Positive Pay Service, Bank may offer a Decision Learning function. The "Decision Learning" function uses Company's prior exception-decision history for a specific account to assist in identifying and categorizing future items and exceptions. When a Payee Match exception is manually approved for payment or returned, the System may retain information relating to the account, the issued Payee, and the Payee identified on the presented item and may use that information to evaluate future items with similar characteristics. As a result, future items that meet previously manually approved Payee Match exception criteria may be automatically verified and approved for payment or returned and may not create a Payee Match exception for review.

   Company acknowledges and agrees that Decision Learning will be enabled by default for Company's account(s). Company may request that Decision Learning be disabled; however, Company acknowledges that disabling the feature may result in an increased number of Payee Match exceptions requiring manual review and decisioning.

   Company acknowledges and agrees to the use of the Decision Learning functionality and acknowledges that approval or return of a Payee Match exception may create a learned relationship that may be used in connection for future transactions involving similar account and payee information. Company understands that any recommendations, categorizations, verifications, or automated determinations generated by the Decision Learning feature are provided solely as an aid and do not replace Company's obligation to review all Positive Pay reports, exceptions, statements, and transactions and to verify the accuracy and completeness of all information. Company remains solely

responsible for all pay, return, and exception decisions and for promptly reporting any errors, discrepancies, unauthorized transactions, or suspected fraud.

9. **Auto-Load Issued Check File**. Auto-Load Issued Check File is available to Company by indicating on the Service Documentation. Login Credentials to Online Banking are not required for Auto-Load Issued Check File; however, Company is required to have Login Credentials for Online Banking to use System for features of Check Positive Pay and/or Payee Match Positive Pay.

10. **Compliance.** Company represents and warrants that it will comply with the Authorized Account Regulations and all applicable laws, regulations, regulatory requirements and Bank's current Service Documentation.

11. **Company and Bank Communications.** Company or Bank, at its discretion, may each submit to the other party a revision of any communication, including but not limited to Issued Check Files, Exception Checks, and Pay and Return Requests, provided for under this Agreement. The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent in the format and medium, by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication.

12. **Warranties and Responsibilities.** Company is solely responsible for the integrity of the information it provides to Bank in Company ACH Rules it creates in the System. If Company creates inaccurate or incomplete Company ACH Rules, truly authorized Credit Entries or Debit Entries may be returned or unauthorized Credit Entries or Debit Entries may be paid, and Company shall bear any and all responsibility for any losses or other consequences that may occur in either event. Company waives any claim of wrongful dishonor associated with any returned Credit Entry or Debit Entry which was returned because (i) incorrect or incomplete information was provided in Company ACH Rule; (ii) Company ACH Rule was not created within a reasonable time for Bank to act prior to the Effective Entry Date of such Credit Entry or Debit Entry; or (iii) while an error may have occurred, Bank performed to the standard described in this paragraph.

    Company warrants to Bank: that its Issued Check Files, Pay Requests and Return Requests are accurate and timely and have been duly authorized by Company; that Company shall perform its obligations under this Agreement consistent with the U.C.C. and it shall otherwise perform its obligations under this Agreement consistent with all applicable laws and regulations. Company agrees to indemnify Bank against any loss, liability or expense resulting from or arising out of any breach of any of the foregoing warranties or this Agreement.

    If System Manager or System User contacts Bank to inform Bank that an Individual uploaded an Issued Check File in error, Bank may act on Company's verbal request to purge that particular file, if the System allows.

13. **Indemnification and Limitation of Liability.** To the extent Bank incurs any such liability; in no event shall its liability exceed the lesser of Company's actual damages resulting from Bank's wrongful payment of a Credit Entry or Debit Entry or the amount of the Credit Entry or Debit Entry. Bank shall not be liable for violating its duties under this Agreement, or otherwise, if Company has sustained no actual damages because Bank's honor of a Credit Entry or Debit Entry discharged for value an indebtedness of Company.

14. **Remedies.** To the extent applicable, the liability provisions of U.C.C. shall govern this Agreement, except as modified below.

    a. Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check that Bank has been ordered to pay pursuant to a properly submitted Pay Request. Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under the U.C.C. Bank shall have no liability to Company for wrongful dishonor when Bank, acting in good faith, returns or declines to cash an Exception Check:

        i. That it reasonably believed was not properly payable;

        ii. If there are insufficient Available Funds on deposit in the Authorized Account; or,

        iii. If required to do so by the Services of legal process on Bank or the instructions of regulatory or government authorities or courts.

    b. Except as provided in the paragraph above, if Bank honors an Exception Check in accordance with the Pay Default option selected by Company or in accordance with a proper Pay Request issued by Company, such honor shall be rightful, and Company waives any right it may have to assert that the Exception Check was not properly payable. If Bank dishonors an Exception Check in accordance with the return default option selected by Company or in accordance with a Return Request issued by Company, the dishonor shall be just, and Company waives any right it may have to assert that the dishonor was wrongful. Company agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of this Agreement.

15. **Delivery and Timing:** If using Check or Payee Match Positive Pay, Company will submit an Issued Check File to Bank by 6 p.m. CT, one Business Day before issuing Checks.

REMOTE DEPOSIT ADDENDUM

1. **Description of Service.** If requested by Company and available as a Service by Bank, Bank agrees to provide certain Check clearing services known as "Remote Deposit" whereby Company uses a scanner specified by Bank to scan paper Checks to create an image cash letter file to send to Bank. Images captured will be transmitted to Bank, processed by Bank and then sent to the Federal Reserve Bank and/or a Check clearing or ACH network, enabling Company to clear their daily Check deposits electronically as images, instead of physically transporting the Checks to Bank. When necessary, Bank will prepare "Substitute Checks" (as that term is defined in the Federal Reserve Board's Regulation CC) to facilitate the deposit and collection of Company's Items.
   a. Only Checks drawn on United States (U.S.) banks are acceptable deposit Items. Foreign Checks must be mailed or brought to Bank for collection.
   b. Bank advises all Checks to be prominently marked as "Electronically Presented."
   c. Bank advises Checks to be properly endorsed by stamping Checks with an approved endorsement stamp prior to placing in scanner.
   d. In addition to physical Check endorsement, Bank will activate virtual endorsement to add an electronic endorsement on each Item.
   e. Paper deposit tickets should not be scanned with Checks.
   f. Company shall limit each deposit set to a maximum of fifty (50) Checks.
2. **Accounts.** Company shall establish and/or maintain one or more Accounts with Bank. Each Account shall be subject to the terms and conditions set forth herein and the Account Regulations. Company acknowledges receipt of a copy of the Account Regulations. Company shall, from time to time, fund each Account with a sufficient amount of cash and/or other immediately Available Funds to pay for (i) transfers from the Account, and (ii) fees and any other amounts due and owing to Bank by Company and any affiliate or subsidiary of Company. All Checks will be subject to Bank's established funds availability policy, including Bank's policy for placing case-by-case and exception holds. Credit given for a file received is provisional and Company is responsible for any loss sustained by Bank for acceptance of the file.
3. **Items.** Bank hereby agrees to provide Services to Company to image and capture payment information from Items for the purpose of electronic clearing pursuant to the following terms and conditions. Consumer Checks, corporate Checks, money orders, cashier's Checks, and government Checks may be cleared as allowed by Regulation CC.
   a. Company may only scan original Items eligible for Remote Deposit into Company's Account.
   b. All Items scanned by Company and submitted to Bank for Remote Deposit must be eligible for clearing pursuant to federal and state law.
   c. Company shall be responsible to complete proper scanning of the front and back of each Item. Company must ensure that a full image is displayed and aligned properly, complying with the requirements of Regulation CC and any other applicable laws and regulations. Image quality shall meet the requirements of all applicable laws, regulatory agencies and Bank.
   d. Company shall be responsible for verifying the accuracy of the MICR capture by visually viewing the Item displayed on its screen and comparing it to the MICR field. Company shall be responsible for insuring the MICR is captured accurately or, if not captured accurately, by re-scanning the Item or making necessary edits. In the event the Item cannot be properly read, Company acknowledges a deposit will have to be made by mailing or taking the Item to a Bank.
   e. The name of the Payee on each Item shall be only that of Company, and the Items may not include any additional payee(s), nor may the Items be endorsed by a third party.
   f. Company shall enter the amount written on the original Item and shall not alter the amount or cause entry of the amount to vary from the portion of the Item where the amount of the Item is written in text. If the numeric amount on the original Item is inconsistent with the amount on the portion of the Item where the amount of the Item is written in text, Company shall not submit Item for Remote Deposit. If Company nonetheless submits for deposit an Item where the numeric amount varies from the portion of the Item where the amount of the Item is written in text, Company acknowledges and agrees that it will be liable for any claims resulting from the inconsistency of the amounts
   g. All Items must bear the Drawer's signature and indicate the Drawer's name on the original Check before Company submits the Items to Bank for Remote Deposit.
   h. Company shall retain the original Item scanned for Remote Deposit for a period of fourteen (14) calendar days in a secure location and be able to produce the original Item if requested by Bank. Company shall destroy the original Items so they are not reproducible, after the fourteenth (14^{th}) calendar day but no later than the sixtieth (60^{th}) calendar day. Company shall ensure destroyed Items cannot be reconstructed.
   i. All Items submitted by Company as Remote Deposit Items must be submitted and processed in accordance with Bank's current Service Documentation. All Items will be subject to Bank's established funds availability policy, including Bank's policy for placing case-by-case and exception holds. Credit given for any file received is provisional and Company agrees to indemnify Bank for any loss sustained by Bank for acceptance of the file.
   j. Bank reserves the right in its sole discretion to select clearing agents and the manner in which Items are cleared or presented for payment, including electronically through the ACH Network. Company agrees to be bound by any clearing house agreements, operating circulars, image exchange agreements and any other related agreements to which Bank is a party to.
   k. If any Item deposited to Company's Account is returned unpaid for any reason, it will be charged back to any Company's Account maintained at Bank. If an Item is dishonored, Company may receive an image of the original Check or a Substitute Check as the charged-back Item. Customary fees for charged-back Items will apply. To represent a Substitute Check, Company can deliver to Bank as a normal deposit or resubmit return Item via Bank's Remote Deposit system using proper format.
4. **Company Representations, Warranties, and Indemnification.**
   a. Company warrants to Bank that only Eligible Items will be scanned for Remote Deposit and the original Item, as well as any other image or duplication thereof, will not be negotiated for payment or deposited at Bank or any other financial institution.
   b. Company assumes Bank's warranties under Regulation CC, including, without limitation, that
      i. the Substitute Check meets the "legal equivalence" requirements (e.g. the image of the original Check that appears on the Substitute Check is illegible) and
      ii. the Check holder's account will not be charged more than once for the same Check.
   c. Company warrants to Bank that Company will indemnify and reimburse all damages claimed against Bank as to any alleged violation of Regulation CC or any other law, rule or regulation relating to any transaction subject to this Agreement.
   d. Company warrants to Bank that any deposited Substitute Checks shall meet all the requirements for legal equivalence described in Regulation CC.
   e. With respect to all Items, Company warrants that:
      i. Company is entitled to enforce the Item;
      ii. all signatures on the Item are authentic and authorized;
      iii. the Item has not been altered;
      iv. the Item is not subject to a defense or claim in recoupment of any party which can be asserted against Company;
      v. Company has no knowledge of any insolvency proceeding commenced with respect to the maker, acceptor, or Drawer of the Item; and
      vi. with respect to a remotely created consumer Item, the person on whose Account the Item is drawn authorized the issuance of the Item in the amount for which the Item is drawn.
   f. Company shall indemnify Bank for any loss incurred as a result of Company's use of the Remote Deposit Services including, but not limited to, any Substitute Check warranties described in Regulation CC, any Substitute Check indemnity described in Regulation CC, and any claim made for the expedited re-credit by a consumer described in Regulation CC or the indemnification of a bank described in Regulation CC.
   g. The amount of this indemnity and the measure of damages for breach of Company's warranty shall be the amount of any loss (including interest,

costs, and reasonable attorneys' fees and other expenses of representation) proximately caused thereby.

5. **Adjustments.** Adjustments may be debited or credited to Account if Item is disputed; there is claim of duplicate deposit, missing or forged endorsement, counterfeit Check, forgery, or another legal claim.

6. **Account Reconciliations.**
   a. Company shall reconcile Account Periodic Statements within a reasonable time to confirm deposits.
   b. Retain original Checks until deposit is reconciled.
   c. Any settlements not credited, credited in error, or in a different amount should be immediately reported to Bank.

7. **Bank's Right to Reject Items.** Bank has the right to reject any Item if Company has:
   a. failed to make any payment to Bank when due; or
   b. breached any of its obligations under this Agreement. Bank shall have no liability to Company by reason of the rejection of any such Item. Rejected Checks that are not accepted through the scanner must be mailed or brought to Bank for deposit.

8. **Compliance.** Company represents and warrants that it will comply with the Account Regulations and all applicable laws, regulations, regulatory requirements and Bank's current Service Documentation.

9. **Equipment.** Scanning equipment must be approved by Bank. Company is solely responsible for purchasing, obtaining, installing, operating and maintaining any and all necessary hardware and software, as well as providing the required connection to Systems. Bank will provide minimum requirements for all such computer and scanning equipment and software as set forth in this Agreement. Company must meet operating system, browser and scanner specifications. Company is solely responsible for all costs and expenses associated with such scanning equipment. If Company purchases scanning equipment from a vendor specified by Bank and Company fails to pay for sums due and owing to such vendor for the purchase, installation, operation or maintenance of the scanning equipment and such failure to pay continues for (60) calendar days after Bank's written notice to Company, Company authorizes Bank to charge or setoff all such sums owing to vendor against its Account.

10. **Additional Security Recommendations.**
    a. The System does not require secondary authorization for originating transactions; however, Bank recommends that Company require a secondary authorization for scanning and approving deposits.
    b. In the event the System is not operational and Company cannot transmit deposits, Company acknowledges that deposits will have to be made by mailing or taking deposits to Bank.

11. **Delivery and Timing:**
    a. Deposits reaching a "submitted" status prior to 7:30 p.m. CT on Business Days will be processed in one Business Day with a posting date which matches the Business Day "submitted" status was reached. Deposits reaching a "submitted" status after 7:30 p.m. CT on Business Days will be processed in two (2) Business Days with a posting date which is one Business Day before the process date.
    b. Deposits reaching a "submitted" status on non-Business Days will be processed in two (2) Business Days with a posting data which is one Business Day before the process date.

12. **Mobile Remote Deposit Capture.** This Service allows Company to make Electronic Deposits to Company's Accounts through a Mobile Device. Enrollment requires Company to have access to Online Banking. For the avoidance of doubt, the provisions of this Agreement applicable to Remote Deposit set forth in this section shall also apply to Mobile Remote Deposits unless inconsistent with the specific terms governing Mobile Remote Deposit set forth below, in which case these terms governing Mobile Remote Deposit shall prevail.
    a. As part of Mobile Remote Deposit Capture's Remote Deposit Capture Services, Checks may be processed as a Check Image. Company will capture and convert Checks received into Check Images and transmit Check Images to Bank for processing and collection. Bank will collect such Check Images through the Check collection system by presenting or exchanging Check Images or using Check Images to create Substitute Checks for collection.
    b. Company shall at all times maintain an Account with Bank. Company agrees to not use Mobile Remote Deposit Capture in a location outside the United States.
    c. Determination of Items Eligible for Mobile Remote Deposit Capture.
       i. Bank shall have no liability to Company or any other person in the event that Company's Electronic Deposit is processed as, or converted by Bank to, a Check Image or Substitute Check.
       ii. Only a draft, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images under Mobile Remote Deposit Capture, and Company must deposit these original paper Checks with Bank for collection:
          1. Checks, including travelers Checks, that are drawn on banks located outside of the United States;
          2. Checks payable in a medium other than U.S. dollars;
          3. Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC);
          4. Promissory notes and similar obligations, such as savings bonds;
          5. Third party Checks;
          6. Substitute Checks; and,
          7. Any other class of Checks or drafts as identified by Bank to Company from time to time.
       iii. Company agrees not to use Mobile Remote Deposit Capture to take pictures of and deposit any paper Checks or other items as shown below which shall be considered ineligible items:
          1. Checks or items payable to any person or entity other than Company;
          2. Checks made payable to Company, and Company attempts to deposit into a Personal Account or different entity Account;
          3. Checks or items containing an alteration to any of the fields on the front of the paper Check or item, or which Company knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Check or item is drawn;
          4. Checks that have been previously negotiated, including through the Services;
          5. Checks that have been previously submitted through a service offered at another financial institution;
          6. Checks or items dated more than six (6) months prior to the date of the deposit;
          7. Post-dated Checks;
          8. Checks with any endorsement on the back other than that specified in this Agreement;
          9. Deposits which exceed Company per Check or daily limit.

          The above list is not meant to be exhaustive.
       iv. Company agrees to restrictively endorse each paper Check and ensure all other necessary endorsements are obtained prior to capturing Check Images for transmission to Bank. Company will include the words, "Bell Mobile Deposit," on the back of the paper Check, below the endorsement.
    d. Capture of Checks and Check Information.
       i. Company shall be responsible for accurately capturing an image of each paper Check and the correct dollar amount of the Check into the System. In the event the condition of a paper Check precludes a complete automated read, Company shall be responsible for visually inspecting the Check. Company shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image (including without limitation the dollar amount and signature of the Drawer).
       ii. Company agrees to ensure that any and all information on a paper Check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image quality standards and guidelines that may be established by ANSI, ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or that Bank may provide to Company from time to time.
       iii. Company acknowledges that current image technology may not capture all security features (e.g. watermarks) contained in the original paper Checks and agrees to assume any and all losses resulting from

claims based on security features that do not survive the image process.

iv. Company further acknowledges that Bank does not verify the accuracy, legibility or quality of the Check Image or MICR Data prior to processing an Electronic Deposit. Bank may, in its sole discretion, reject, repair, alter, amend, reformat or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general Check collection practices and industry presentment standards, but Bank shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If Bank requires that Company comply with certain formatting standards or other guidelines when submitting Electronic Deposits and Company declines to implement, or comply with, such standards or guidelines, Company acknowledges that Bank shall not be liable for any error or loss that results from Bank processing such Electronic Deposit or from Bank's re-formatting or conversion of the Electronic Deposit prior to processing.

v. Bank shall not be liable to Company for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit, including, without limitation:

1. For which Company has not provided Bank with full and correct MICR Data and dollar amount from the original paper Check;
2. For which Company has not provided an accurate and legible image of the original paper Check;
3. For which Company has failed to comply with formatting standards or other guidelines required by Bank; or,
4. For which would violate this Agreement.

e. Upload of Electronic Deposit to Bank.

i. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by Bank in accordance with section 12c, above. If only a portion of that Electronic Deposit transmission is received by Bank for any reason, including without limitation, a failure during the transmission to Bank, the Electronic Deposit transmission is deemed to have been not received by Bank.

ii. Bank will process Electronic Deposit transmission received from Company via Check Image collection only.

iii. Electronic Deposits received will post to Account within one Business Day.

f. Notwithstanding anything to the contrary in this Agreement, Bank may in its sole discretion determine the manner in which Bank will seek to collect a Check Image deposited by Company. Without limiting the generality of the preceding sentence, Bank may, at its option: (i) present or transfer the Check Image to the paying bank, a Federal Reserve Bank, image share/exchange network, or other collecting bank; (ii) create a Substitute Check from the Check Image and collect the Substitute Check; or (iii) request that Company provide Bank the original paper Check from which the Check Image was created and then collect the original paper Check.

g. Company agrees that Bank may charge Company's Account for any and all returned items, including a returned Check Image.

h. In the event Bank, in its sole discretion, determines that it requires the original paper Check for re-presentment in order to collect a returned Check Image, Company shall be responsible for providing to Bank the original paper Check, or if the original paper Check has been destroyed, for obtaining a replacement Check.

i. Bank reserves the right to reject any deposit (as an Electronic Deposit or otherwise) for any reason. Bank will notify Company of the rejection of any deposit.

j. Company agrees to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item after fourteen (14) calendar days to ensure that it is not re-presented for payment. Company agrees never to re-present the item. Company will provide any retained item, or a sufficient copy of the front and back of the item, to Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Bank's audit purposes.

k. With respect to each Check Image or Electronic Deposit that Company transmits to Bank, Company is deemed to make any representation or warranty that would have applied had Company deposited the original paper Check. In addition Company is deemed to make to Bank any representation or warranty that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting Bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the Drawer, any endorser, or any other transferee) when Bank transfers, presents or originates the Electronic Deposit or Check Image, or a Substitute Check created from that Check Image. These representations and warranties include but are not limited to, that: (i) the transmissions contain accurate images of the front and back of the original Checks; (ii) the transmissions contain all necessary endorsements up until the original Checks are imaged; and (iii) no depository bank, Drawer, or endorser will be asked to make a payment based on an item that it has already paid.

l. With respect to each Check Image or Electronic Deposit that Company transmits to Bank, Company shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly:

i. From breach of a representation or warranty as set forth in section 12(k) above;

ii. As a result of any act or omission in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation the encoding of the MICR Data from the original paper Check;

iii. From any duplicate, fraudulent or unauthorized Check, Check Image or Substitute Check;

iv. For any loss caused by Bank's acceptance or creation of a Check Image instead of presentment of the original paper Check; or,

v. From any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Company or pursuant to this Agreement. This section 12(l) shall survive termination of this Agreement.

m. Company acknowledges and agrees that a Check Image may, in the sole discretion of Bank, be collected through one or more Check clearinghouses, one or more Federal Reserve Banks, or an agreement with another financial institution or image share/exchange network. In such cases, the Check Image or Substitute Check is subject to the rules of that clearinghouse, Federal Reserve Bank, or image share/exchange network or financial institution agreement.

n. Company shall comply with all security procedures for Mobile Remote Deposit Capture that are established by Bank or set forth in any written user requirements communicated to Company. Company is solely responsible for:

i. maintaining its own internal security procedures,

ii. safeguarding the security and confidentiality of Check Images, Check Image Metadata and other information that is either printed from, stored on, or downloaded to, the System, Remote Deposit Capture System, or other computer/data systems or portable media; and

iii. preventing errors or unauthorized access to the System or the Remote Deposit Capture System.

ZERO BALANCE ACCOUNT ADDENDUM

1. **Description of Service.** This Zero Balance Account Service enables Company to consolidate its funds automatically each Business Day from designated Accounts ("Zero Balance Accounts") into a designated master Account ("Concentration Account"). When any item drawn on a ZBA is presented for payment, funds are automatically transferred from the Concentration Account to cover the total amount of the presentment. Deposits made to ZBAs are also automatically transferred to the Concentration Account(s).
2. **Authorizations.** Company authorizes Bank to transfer funds between ZBAs and Concentration Account(s) to maintain the designated target Collected Balance(s) as requested by Company through the System or otherwise in writing.
3. **Statements.** Company's monthly Periodic Statements will show all transactions pursuant to this authorization. Bank has no further responsibility to notify Company of any transactions under this authorization.
4. **Sufficient Funds.** Bank shall not make any transfers pursuant to this authorization if sufficient funds are not available in the designated Account(s). Bank may assess its customary overdraft charges against any overdrawn account.
5. **Adjustments.** Bank may adjust the target Collected Balance(s) upon five (5) calendar days written or oral notice to Company.

COMMERCIAL LOAN SWEEPS ADDENDUM

1. **Description of Services.** This Commercial Loan Sweeps Service allows Company to maintain a designated target Collected Balance(s) ("Target Balance") in a designated Account through periodic draws on or payments to Company's designated loan ("Note") with Bank.
2. **Authorizations.** Company authorizes Bank to transfer funds between the designated funding Account(s) and the Note to maintain the Target Balance as requested by Company through the System or otherwise in writing.
3. **Commercial Loan One-Way Sweeps.** Company agrees that whenever the designated Account balance falls below Company's designated Target Balance, Bank will automatically:
   a. advance an amount on the Note in designated increments and
   b. transfer to the designated Account to fund the Account balance to an amount equal to or greater than the Target Balance. All advances shall be subject to sufficient funds being available on the line of credit in order to fund the Account in the designated increments to an amount not less than the Target Balance. No partial advances will occur. No advances will be made after the maturity date of Company's Note.
4. **Commercial Loan Two-Way Sweeps.** Company agrees to maintain a designated Target Balance in its Account. The Target Balance may be adjusted upward or downward by Bank after giving Company five (5) calendar days written or oral notice of said change. Company agrees that whenever its Account Collected Balance falls below the Target Balance, Bank will automatically advance an amount on the Note in order to fund the Account Collected Balance to an amount equal to the Target Balance. All advances shall be subject to sufficient funds being available on the line of credit in order to fund the Account to an amount not less than the Target Balance. Partial advances funding the Account to a balance less than the Target Balance will not occur. No advances will be made after the maturity date of the Note. In addition to any terms and conditions of repayment, including any demand feature, which may be contained within the Note, Company agrees that whenever its Account Collected Balance exceeds the Target Balance, the amount over the Target Balance will be automatically transferred from its Account and applied as a principal payment on the Note.
5. **Statements.** Company's monthly Account Periodic Statements will show all transactions pursuant to this authorization. Bank has no further responsibility to notify Company of any transactions under this authorization.
6. **Overdrafts.** Bank is not obligated to honor any overdraft. If any overdraft is honored, Bank shall have the election to treat it as an additional advance on the Note, or an overdraft that is immediately due and payable in full. Bank may assess its customary overdraft charges against any overdrawn Account.
7. **Default.** If Company is in default under the terms and conditions of the Note, or any other agreement with Bank, Bank may refuse to make further advances on the Note, including any advances pursuant to this authorization.
8. **Termination.** Either Bank or Company may immediately terminate this authorization by giving oral or written notice to the other party, but the termination shall not affect any liability on the Note or otherwise.
9. **Adjustments.** Bank may adjust the target Collected Balance(s) upon five (5) calendar days written or oral notice to Company.
10. **Balance Recognition.** Under this authorization, funds are automatically withdrawn from Company's designated Account and used to pay down your loan at Bank. Any funds in your Account(s) are a deposit of Bank and will be insured by the FDIC to the extent of its deposit insurance limits. As to any swept funds, in the event of the failure of Bank, your reduced loan balance will be recognized by either the FDIC or a successor institution to Bank.

MONEY MARKET SWEEP ADDENDUM

1. **Description of Services.** This Money Market Sweep Service allows Company to maintain a designated Target Balance in a designated Account through periodic draws on or payments to Company's money market account with Bank.
2. **Authorizations.** Company authorizes Bank to transfer (i) designated Account funds in excess of the target Collected Balance(s) as requested by Company through the System or otherwise in writing to the designated money market account (ii) funds in the money market account to the designated Account to fund the Account balance up to the target Collected Balance if the Collected Balance in the Account falls below $10,000.
3. **Statements.** Company's monthly Account Periodic Statements will show all transactions pursuant to this authorization. Bank has no further responsibility to notify Company of any transactions under this authorization.
4. **Sufficient Funds.** Bank shall not make any transfers pursuant to this authorization if sufficient funds are not available in the designated Account(s).
5. **Adjustments.** Bank may adjust the target Collected Balance(s) upon five (5) days written or oral notice to Company.
6. **Not FDIC Insured.** Under your money fund account agreement with Bank, funds are automatically swept to purchase and redeem shares of money market funds as ordered pursuant to terms of this Agreement. Any funds in your Account(s) are a deposit of the institution and will be insured by the FDIC to the extent of its deposit insurance limits. The funds that have been swept out of Bank into your money market mutual fund are not a deposit of the institution and are not FDIC insured. In the event of the failure of Bank, any funds that have been swept out of Bank into your money market mutual fund will not be swept back into Bank and will not be insured. Nor will such amounts be subject to claims by the FDIC as Receiver to pay other depositors or creditors of Bank.

INTEGRATED PAYABLES ADDENDUM

1. **Description of Service.** The Integrated Payables Service allows Company to transmit Payment Instructions to Designated Service Provider and Bank for printing of Checks, initiation of ACH transactions and processing of virtual card payments drawn on Company's designated Accounts to a designated Payee(s).
2. **Designated Service Providers.** Certain functions of the Integrated Payables Service may be available through a Designated Service Provider. For purposes of the Integrated Payables Service, all references to "Bank" shall include Bank's Designated Service Providers.
3. **Payment Types.** Company can choose to enroll in one or any combination of the payment types offered (collectively, "**IP Payment Type**"). Each IP Payment Type will be governed by the General Services Terms and Conditions of this Agreement as well the following:
   a. Payments made by ACH will be originated by Bank and are subject to the ACH Origination Addendum attached hereto;
   b. Payments made by virtual card will be made available through a Designated Service Provider and subject to the terms and conditions of such Designated Service Provider; and
   c. Payment made by Check issuance will be made available through a Designated Service Provider and subject to the terms and conditions of such Designated Service Provider. Payments made by Check issuance will also be supported by Bank's Positive Pay Service and be subject to the Positive Pay Service terms and conditions set forth in this Agreement.

   By using the Integrated Payables Service, Company acknowledges that it has reviewed the Service terms for the applicable IP Payment Type (including those contained within a separate agreement where applicable). Company agrees to the Service terms for the applicable IP Payment Type, and such applicable terms for the IP Payment Type are incorporated into and made a part of the terms of the Integrated Payables Service.
4. **Security Procedures.** The Security Procedure for transmission of Payment Instructions to Designated Service Provider through the Integrated Payables Service are (i) via the Integrated Payables portal available through Online Banking accessed through the use of Login Credentials, including, but not limited to, Secure Access codes and security tokens including 6-digit One Time Password ("OTP") security codes required to access Online Banking or (ii) via host-to-host SFTP directly to Designated Service Provider with required PGP File Encryption through SSH Protocol. PGP File Encryption through SSH Protocol when transmitting directly to Designated Service Provider via host-host SFTP is a required security procedure and cannot be waived. Company is responsible to strictly establish and maintain procedures to safeguard against unauthorized Payment Instruction file transmissions. Company warrants that no individual will be allowed to initiate Payment Instruction file transmissions in the absence of proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, Security Devices, and related instructions provided by Bank and Designated Service Provider. If Company believes or suspects that any such information has been accessed by an unauthorized individual, Company will verbally notify Bank immediately. Company agrees to use these security procedures when sending Payment Instruction files to Designated Service Provider.
5. **Authorization Procedures.** Bank recommends that Company requires a secondary authorization for all Payment Instruction files transmitted to Designated Service Provider. In order to provide the most security protection to Company, secondary authorization should be given by a different System Manager or System User within the Integrated Payables Service or prior to transmission of Payment Instruction files to Designated Service Provider via host-to-host SFTP connection.
6. **Authorization to Store, Process, Transmit and Make Available.** Company authorizes Bank to act as its agent for the IP Payment Type(s) when Company initiates using the Integrated Payables Service. Bank is authorized to store, process, transmit and make available through Bank's agencies and Systems, third party financial institutions and Designated Service Providers, information regarding accounts and transactions designated by Company in connection with the Integrated Payables Service.
7. **Payment Instructions.** For all transmitted Payment Instructions transmitted using the Integrated Payables Service, files must contain all mandatory fields as further described in the applicable user guide(s). Failure to include any mandatory field, or the submission of an invalid mandatory field, will result in the payment request being rejected and a notice of such rejection will be sent to Company via the Integrated Payables Service as agreed upon by Company and Bank. It is Company's responsibility to contact Bell Bank at 866-221-1136 if Company does not receive a confirmation or rejection of a payment that it requested.
8. **Next Business Day.** Company understands and agrees that certain information and transactions are not processed by Bank until after the close of the Business Day and therefore such information and transactions may not be reported by the Integrated Payables Service until the next Business Day.
9. **Use Limitations.** Company represents and warrants to Bank that Company: (a) will access and use the Integrated Payables Service solely to conduct Company's business; and (b) will limit access to the Integrated Payables Service to those Company employees and agents who require access to perform their jobs. Any orders, instructions or other communications received by Bank via the Integrated Payables Service, using the security procedures applicable to the Integrated Payables Service, will be deemed by Bank as received from Company.
10. **Cancellation or Amendment.** Company does not have the right to cancel or amend any Payment Instructions after its receipt by Bank or Designated Service Provider. However, Bank may, at our option, accept your cancellation or amendment. If Bank accepts a cancellation or amendment of a Payment Instruction, you must comply with the security procedures provided. Furthermore, if Bank accepts a cancellation or amendment of a Payment Instruction, you hereby agree to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as the result of its acceptance of the cancellation or amendment of any Payment Instructions.
11. **Company Representations and Warranties.** Company represents and warrants to Bank that Company (a) will limit access to and usage of the Integrated Payables Service and related documentation, including the user guide for the Integrated Payables Service (collectively "Integrated Payables Documentation") to those System Users who are authorized to use the Integrated Payables Service and who require access to the Integrated Payables Service to perform their jobs; (b) will use the Integrated Payables Service and Integrated Payables Documentation solely to conduct its business and solely in the ordinary course of its business operations; and (c) will ensure that System Users or permitted agents will use the Integrated Payables Service only in accordance with the Integrated Payables Documentation.
12. **No Guarantees.** Company represents that Bank has made no guarantees, warranties or representations about the security or reliability of using the internet as a means of obtaining access to the Integrated Payables Service.
13. **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary, the following limitations apply. Company agrees that Bank and Designated Service Providers will not be liable for any loss or damage arising, directly or indirectly, in whole or in part, from any: (i) inaccurate or incomplete data in the input of an order, instruction, or other communication by Company, or Company's failure to format any such order, instruction or communication as required by Bank; (ii) failure by Company to obtain a confirmation or rejection of an order or instruction; (iii) cancellation or attempted cancellation by Company of an order or instruction; (iv) errors or omissions resulting from Bank's conversion of an order or instruction received from Company or any Designated Service Provider; (v) inaccurate or incomplete information received from Company, another financial institution, or a Designated Service Provider; (vi) a temporary interruptions in Bank's or any other entity's information systems; (vii) inability to access the Integrated Payables Service, or a Service accessible though the Integrated Payables Service, through the use of the internet or other communications delivery systems; or (viii) unauthorized use of the Integrated Payables Service, or a Service accessible though the Integrated Payables Service, by Company or its officers, employees, agents, or third parties.

PERSONAL ACCOUNTS LINKED TO ONLINE BANKING ADDENDUM

1. **Personal Accounts.** Company may request Bank to link access to Personal Accounts through Company's Online Banking Services in order to permit Company to view and transact on both Personal Accounts and Company Accounts in one location. Company acknowledges that the Personal Accounts will continue to be governed by applicable Account Agreements and related documentation. Account Owner acknowledges and agrees that Bank may amend the online Personal Account documentation from time to time. Generally, any additions, deletions, addenda, or other amendments will be posted on Bank's website, https://bell.bank. By continuing to access and transact on Personal Accounts through Online Banking, Account Owner indicates acceptance of any changes to the Personal Account documentation that may be posted on Bank's website. Additionally, Personal Accounts may receive additional protections under applicable laws that are not available to Company Accounts. Nothing in this Agreement shall be construed to expand the legal protections governing Personal Accounts to Company Accounts.

2. **Liability for Transactions Covered by Regulation E (Applicable to Personal Accounts only).** Account Owner will tell Bank immediately if Account Owner believes Login Credentials have been lost or stolen, or Account Owner believes an electronic fund transfer has been made without Account Owner's permission on a Personal Account.

   Contacting Bank by telephone is the best way of minimizing Account Owner's potential losses. Account Owner on Personal Account could lose all the money in Personal Account(s), plus maximum overdraft line of credit, if any.

   Account Owner of Personal Account also acknowledge:

   a. If Account Owner tells Bank within two (2) Business Days after Account Owner learns of the loss or the theft of Its Login Credentials, Account Owner of Personal Account can lose no more than $50.00, if someone uses Login Credentials without Account Owner's permission.

   b. If Account Owner does not tell Bank within two (2) Business Days after Account Owner learns of the loss or theft of Login Credentials and Bank can prove Bank could have prevented the unauthorized use of Login Credentials, if Account Owner had told Bank earlier, Account Owner of Personal Account could lose as much as $500.00.

   c. Should Periodic Statement(s) for Personal Accounts show transfers that Account Owner did not make, including those made through Online Banking or Mobile Services, or other means, Account Owner will inform Bank immediately. If Account Owner does not tell Bank within sixty (60) calendar days after the Periodic Statement for Personal Account was mailed or delivered online, Account Owner may not get back any of the money lost after the sixty (60) calendar days if Bank can prove that Bank could have stopped someone from taking the money if Account Owner of Personal Account had told Bank earlier. If a valid reason (such as a long trip or a hospital stay) kept Account Owner of Personal Account from telling Bank, Bank may, at Bank's option, extend the time periods.

   d. Account Owner agrees to assist Bank in Bank's efforts to recover any funds that were transferred or paid without Account Owner's permission or consent.

3. **Unauthorized Transactions and Notice of Errors (Applicable to Personal Accounts Only).**

   a. In case of errors or questions about transfers or transactions appearing on Account Owner's Periodic Statement, Account Owner should call 800-450-8949 or write Bank.at P.O. Box 10877 Fargo, ND 58106-0877.

   b. Bank must be notified by Account Owner of Personal Account no later than sixty (60) calendar days after Bank sent the first Period Statement on which the problem or error appeared.

   c. Account Owner will need to provide Bank with the following:

      i. Account Owner on Personal Account's name and Account number;

      ii. Describe the error or transfer in question and explain, as clearly as Account Owner can, why Account Owner on Personal Account believes it is an error or why Account Owner on Personal Account needs more information; and,

      iii. The dollar amount of the suspected error and approximately when the error took place.

4. **Contact in Event of Unauthorized Transfer from Personal Account.** If Account Owner believes Login Credentials have been lost or stolen, Personal Account(s) have been accessed or someone has transferred money without Account Owner's permission, Account Owner must notify Bank immediately at: 800-450-8949.

   If Account Owner notifies Bank orally, Bank may require the complaint or question in writing within ten (10) Business Days. Bank will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) of receipt of written confirmation and will correct any error promptly. If more time is needed, Bank may take up to forty-five (45) Business Days (ninety (90) Business Days if the transfer involved a new Account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate the complaint or question. If an extension is needed, Bank will credit the Account within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) for the amount of the alleged error, so that Account Owner will have the use of the money during the time it takes to complete the investigation. If Bank requests written confirmation, and it is not received within ten (10) Business Days, Bank may not credit the Account. An Account is considered a new Account for the first thirty (30) Business Days after the first deposit is made, unless each Account Owner already has an established Account with Bank before this Account is opened.

   Bank will tell Account Owner the results within three (3) Business Days after completing the investigation. If it was determined that there was no error, Bank will send Account Owner a written explanation. Account Owner may ask for copies of the documents that were used in the investigation.

5. **Authorization.** For Personal Accounts linked to Online Banking, Bank shall be entitled to rely on any verbal or written notice or instructions believed by it in good faith is being given by any Account Owner on Personal Account.

6. **Paperless Statements.** Personal Accounts linked to Online Banking will not be automatically enrolled in Paperless Statements. A System Manager or a System User must opt-in to Paperless Statements through Online Banking, or an Account Owner on Personal Account through a separate System specifically used to provide Services for Personal Online Banking.

MORTGAGE ACCOUNTS LINKED TO ONLINE BANKING ADDENDUM

1. **Mortgage Accounts.** Company may request Bank to link access to Mortgage Accounts through Company's Online Banking Services in order to permit Company to view both Mortgage Accounts and Company Accounts in one location. Company acknowledges that the Mortgage Accounts will continue to be governed by applicable account agreements and related documentation. Additionally, Mortgage Accounts may receive additional protections under applicable laws that are not available to Company Accounts. Nothing in this Agreement shall be construed to expand the legal protections governing Mortgage Accounts to Company Accounts.

2. **Address Changes.** Company agrees to promptly notify Bank, orally or in writing, of any address change that impacts Mortgages or Company's use of any features. Mortgages may be updated through Online Banking.

3. **Paperless Statements.** Copies of Company's Periodic Statements are available through Online Banking. Company may choose to discontinue receiving paper statements through U.S. Mail upon request at any time by updating Account Owner's settings through Online Banking. If Company has chosen to discontinue receiving paper statements, Company can revoke previous request at any time with no fee, by logging into Online Banking for Mortgages or by notifying Bank.

4. **Payment Scheduling.** It is Company's responsibility to establish payments in such a manner that Account Owner's bills will be paid on time, and Company is responsible for any late payment or finance charges that may be imposed as a result of Company's failure to transmit Payment Instructions in accordance with this Agreement.

5. **Payment Cancellation Requests.** Company may cancel or edit any Scheduled Payments (including Recurring Payments) by following the directions within the System. There is no charge for canceling or editing a Scheduled Payment. Bank's ability to cancel a payment will depend on the way the payment was initiated and whether the payment has begun processing. Company may cancel Scheduled Payments, but once a payment has been processed, it cannot be cancelled, edited, or stopped.

AUTOBOOKS ADDENDUM

1. **Description of Service.** The Autobooks Financial Management Software and Services are offered by Bank's Designated Service Provider, Autobooks, Inc., and allows Company to both accept online and in-application payments and send digital invoices directly from Company's Account ("Autobooks"). The Autobooks Service, as may be modified from time-to-time by Bank or its Designated Service Provider, in their sole discretion, and may include, without limitation: the creation of customer invoices; digital delivery of customer invoices; customer payment remittance via ACH, credit cards, debit cards, Checks, or other payment methods; customer onboarding for payment processing accounts; settlement of funds into your Accounts; creation and posting of journal entries based on transactions submitted through the software solutions to the general ledger; generation of balance sheets, income statements, and other financial information based on information in the general ledger; accounts payable and accounts receivable tool suites; and those other solutions or services available from time-to-time from Autobooks.
2. **Terms of Use.** Company's use of Autobooks is governed by a separate Terms of Use and End User License Agreement, as may be amended from time to time, (the "Autobooks EULA") that you must enter into with Autobooks, Inc. before you may use Autobooks. Your use of Autobooks is governed by the General Terms and Conditions of this Agreement and the terms of the Autobooks EULA. In the event of a conflict between the Bank's General Terms and Conditions and the Autobooks EULA, the Autobooks EULA will apply.
3. **Provide Accurate Information.** Company represents and agree that all information you provide Bank in connection with Autobooks is accurate, current, and complete. You agree not to misrepresent your identity or Account information. You agree to keep Account information secure, up to date, and accurate. You represent that you are the legal owner, or authorized user, of the accounts at third party sites which you include or access through Autobooks, and that you have authority to (i) designate Bank and Bank's Designated Service Providers as your agent, (ii) use Autobooks, and (iii) give Bank and Bank's Designated Service Providers with passwords, usernames, and other information you provide in connection with Autobooks.
4. **Limitations of Autobooks Services.** When using Autobooks, Company may incur technical or other difficulties. Neither Bank nor its Designated Service Providers responsible for any technical or other difficulties or resulting damages that you may incur. Any information displayed or provided as part of Autobooks is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. Bank and its service providers reserve the right to change, suspend, or discontinue any and all of Autobooks at any time, without prior notice.
5. **Aggregated Data.** Anonymous, aggregate information, comprising of financial Account balances, other financial Account data, or other available data that is collected through Company's use of Autobooks, may be used by Bank and its Designated Service Providers to conduct certain analytical research, performance tracking and benchmarking. Bank's Designated Service Providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregate research data for any purpose, including but not limited to, helping improve products or services and assisting in troubleshooting and technical support.
6. **Ownership.** Company agrees that Bank and its Designated Service Providers, as applicable, retain all ownership and proprietary rights in Autobooks, associated content, technology, mobile applications, and websites.
7. **User Content.** Company agrees not to use Autobooks or the content or information delivered through Autobooks in any way that would (i) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of Autobooks to impersonate another person or entity; (ii) violate any law, statute, ordinance, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (iii) create liability for Bank or its service provider or cause Bank to lose the services of our service providers; (iv) access the information and content programmatically by macro or other automated means; or (v) use Autobooks in such a manner as to gain unauthorized entry or access to computer systems.
8. **Fees.** Fees associated with Autobooks will be set forth in the Autobooks EULA and the fee schedule.
9. **Security Procedures.** In addition to the security procedures set forth in this Agreement, additional security procedures may apply to Company's use of Autobooks. Those additional security procedures will be set forth in the Autobooks EULA. You agree that the security procedures set forth in this Agreement and the Autobooks EULA are commercially reasonable. You agree that more restrictive security procedures could be offered, but in light of the burden of additional security procedures, you have considered the security procedures associated with Autobooks and in light of the risks that you assume under this Agreement, that they are reasonable procedures to protect against unauthorized access to Autobooks.
10. **Indemnification.** Company agrees to defend, indemnify, and hold harmless Bank, its Designated Service Providers and their officers, directors, employees, and agents from and against any and all third party claims, liabilities, damages, losses, or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of Autobooks, your violation of these terms or your infringement or infringement by any other user of your account, of any intellectual property or other right of anyone.
11. **Disclaimer.** Autobooks is not intended to provide legal, tax, or financial advice. Autobooks or certain provision and/or functionalities of Autobooks is provided as strictly educational in nature and are provided with the understanding that neither Bank nor its Designated Service Providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial advice is required, the services of a competent professional personal should be sought. Bank and its Designated Service Providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on the site. Further, Bank and its Designated Service Providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Autobooks or any materials or information accessible through it. Past performance does not guarantee future results. Bank and its Designated Service Providers do not warrant that Autobooks comply with the requirements of FINRA or those of any other organization anywhere in the world.
12. **DISCLAIMER OF WARRANTIES. COMPANY AGREES YOUR USE OF AUTOBOOKS AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK AND ITS SERVICE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF AUTOBOOKS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. BANK AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT THE SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH AUTOBOOKS WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF AUTOBOOKS IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BANK OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS**
13. **LIMITATION OF LIABILITY. COMPANY AGREES THAT BANK AND ITS DESIGNATED SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICES AT BANK'S WEBSITE/MOBILE APPLICATION OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION, (II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (III) ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH, OR FROM AUTOBOOKS, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (V) STATEMENTS OR CONDUCT OF ANYONE ON AUTOBOOKS, (VI) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NONPERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, (VII) ANY OTHER MATTER RELATING TO AUTOBOOKS.**

MANAGE DEBIT CARD ADDENDUM

1. **Description of Service.** The Manage Debit Card Service is offered by Bank for use by Bank cardholders. Bank's Manage Debit Card Service is intended to allow Company to initiate certain payment card related activities for Company enrolled Bank card(s) via the Manage Debit Card Service. Those activities may include the ability to but not limited to:

   a. Register the card

   b. Activate and deactivate the card

   c. Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls")

   d. Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Card Alerts")

   e. View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)

   f. Report Company card as lost or stolen

   g. Review Company spending by merchant type and/or by month

   h. View a list of merchants storing your card information for recurring or card on-file payments.

   The Manage Debit Card Service may enable access to Bank and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto, including with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps.Html and the Google Legal Notices found at: https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the Manage Debit Card Service allows you to access third party services, Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

   Company agrees to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the Manage Debit Card Service. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Card Alerts.

   Bank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or telephone number provided upon enrollment in Bank's Manage Debit Card Service.

2. **Availability/Interruption.** Company acknowledges that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to your Mobile Device ("Notification") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in failures or face other transmission problems. Similarly, selection of Controls and Card Alerts (collectively, "Commands") are likewise affected by the same or similar facets and problems could arise and use of Commands. Notifications of Events may not be available to be sent to your Mobile Device in all areas.

   If Company registers to receive Notifications to your Mobile Device, the Manage Debit Card Service is available when you have your Mobile Device within the operating range of a wireless carrier with an appropriate signal for data services. The Manage Debit Card Service is subject to transmission limitations and service interruptions. Bank does not guarantee that the Manage Debit Card Service (or any portion thereof) will be available at all times or in all areas.

   Company acknowledges and agrees that certain functionality with the Manage Debit Card Service may not be available for all transactions. Commands based upon the location of the Mobile Device where the Manage Debit Card Service is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

   Company acknowledges and agrees that neither Bank nor its third party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption, or delays due to conditions outside of its control. Company acknowledges that neither Bank nor its third party service providers shall liable to you if you are unable to receive notifications on your Mobile Device in your intended area. Bank, for itself and its-third party service providers, disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any notification, any form of active or passive filtering.

3. **No Inappropriate Use.** Manage Debit Card may not be used to transmit or store any content or communications (commercial or otherwise) that is illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation, or otherwise poses a threat to the public. This prohibition includes use of the Manage Debit Card Service by a hate group or content or communications that originate from a hate group or are expletive, abusive, or hate speech.

4. **Prohibited Activities.** Manage Debit Card may not be used to engage in or encourage any activity that is illegal, deceptive, harmful, violating others' rights, or harmful to our or the software providers business operations or reputation, including:

   a. Violating laws, regulations, governmental orders, or industry standards or guidance in any applicable jurisdiction, specifically including, CAN-SPAM and CASL. This includes violating applicable laws requiring (1) consent be obtained prior to transmitting, recording, collecting, or monitoring data or communications or (2) compliance with opt-out requests for any data or communications.

   b. Interfering with or otherwise negatively impacting any aspect, including the integrity, of the Manage Debit Card Service or any third party networks that are linked to the Manage Debit Card Service, including bypassing service limitations, finding and/or exploiting security vulnerabilities, denial of service or other similar attacks, using or transmitting harmful code or bots, or attempting to gain unauthorized access to the Manage Debit Card Service.

   c. Reverse engineering, copying, disassembling, or decompiling the Manage Debit Card Service.

   d. Creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.

5. **Use of Third-Party Vendors.** Bank and the Manage Debit Card service provider utilize third party vendors to provide the Manage Debit Card Service. Company agrees that Bank and the Manage Debit Card service provider may share your information with those third party vendors to provide the Manage Debit Card Service.

6. **Use of Customer Information.** The Manage Debit Card servicer and its third party vendors may use customer information to identify usage trends and develop data analysis regarding the Manage Debit Card Service and industry benchmarking; to develop and improve products and services; for purposes of research and development; and for audit, reports and other reasonable business operations. In addition, Manage Debit Card and its third party vendors may be required to disclose customer information in response to lawful requests for public authorities, including to meet national security or law enforcement requirements, to comply with a subpoena, bankruptcy proceedings, or similar legal process or when the servicer or its third party vendors believe that disclosure is necessary to protect its rights, protect us, or you or the safety of others or investigate fraud or illegal activity.

7. **Suspension.** Manage Debit Card servicer may suspend, terminate or otherwise deny access to or use of all or any part for the Manage Debit Card Service if Servicer receives a judicial or governmental demand or order, subpoena or law enforcement request to do so; or Servicer reasonably believes that Bank or you have failed to comply with these terms of use; that the service is or has been or is likely to be involved in any fraudulent, misleading or unlawful activities in connection with Manage Debit Card Services or if such actions by you or us poses a security risk or threat to the function of the Manage Debit Card Services, its servicer, or any other third party vendor used to provide the Manage Debit Card Service.

8. **Changes to this Policy.** This policy may be updated from time to time, and any updated versions of this policy will supersede prior versions.

ZELLE® FOR YOUR BUSINESS ADDENDUM

1. **Description of Service.** This Zelle® for your business Service is offered by Bank's Designated Service Provider, Zelle®, and allows business customers to both send and receive money from other small businesses and consumers that are enrolled in the Zelle® network by simply using a mobile phone number or email address as a token.

   The Zelle® Service may be modified from time to time by Bank or Zelle, in their sole discretion, and may include, without limitation, other services available from Zelle®.

2. **Terms of Use.** Company's use of Zelle® is governed by a separate "Zelle® and Other Payment Services Terms of Services" document, as may be amended from time to time, (the "Zelle® Terms and Conditions") that you must agree to before you may use the Zelle® for your business Service. Your use of Zelle® is governed by Bank's General Online Terms and Conditions and the terms of the Zelle® Terms and Conditions. In the event of any conflict between the Zelle® Terms and Conditions and this Agreement, the Zelle® Terms and Conditions will apply

3. **Security Procedures.** In addition to the security procedures set forth in this Agreement, additional security procedures may apply to Company's use of Zelle®.

4. **Indemnification.** Company agrees to defend, indemnify, and hold harmless Bank and their officers, directors, employees, and agents from and against any and all third party claims, liabilities, damages, losses, or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of Zelle®, your violation of this Agreement or the Zelle® Terms and Conditions or your infringement or infringement by any other user of your account, of any intellectual property or other right of anyone.

5. **DISCLAIMER OF WARRANTIES. COMPANY AGREES YOUR USE OF ZELLE® AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ZELLE®, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. BANK MAKES NO WARRANTY THAT THE SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH ZELLE® WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ZELLE® IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BANK THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT AND THE ZELLE® TERMS AND CONDITIONS.**

6. **LIMITATION OF LIABILITY. COMPANY AGREES THAT BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICE AT BANK'S WEBSITE/MOBILE APPLICATION OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION, (II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (III) ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH, OR FROM ZELLE®, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (V) STATEMENTS OR CONDUCT OF ANYONE ON ZELLE®, (VI) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NONPERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, (VII) ANY OTHER MATTER RELATING TO ZELLE®.**

ARBITRATION AGREEMENT ADDENDUM

If Company does not want this Arbitration Agreement to apply, Company has the right to reject (e.g., not be bound by) this Arbitration Agreement by following the directions in the "Right to Reject" paragraph below. If Company does not reject and a Claim is arbitrated, neither Company nor Bank will have the right to: (1) have a court or a jury decide the Claim (except as outlined herein); (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or (4) unless all parties otherwise agree in writing, join or consolidate a Claim with claims of any other person or entity.

This Arbitration Agreement describes when and how a Claim may be arbitrated. Arbitration is a method of resolving disputes in front of an Arbitrator instead of having a trial in court in front of a judge or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the Arbitrator. The Arbitrator will issue a final and binding decision resolving the dispute (the "award"), which may be enforced as a court judgment. A court rarely overturns an Arbitrator's decision.

1. **Governing Law.** This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), and not by any state arbitration law.

2. **Right to Reject.** If Company does not want this Arbitration Agreement to apply, Company may reject it by mailing us a written opt-out notice which specifies your name and address, identifies the applicable Account number(s) and includes a signed statement that you opt out of the Arbitration Provision. The opt-out notice must be signed by you and sent to us by certified mail, return receipt requested (not electronically) at Bank Bell Bank Attn: Legal Process 3100 13th Avenue S. Fargo, ND 58103.

   Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within sixty (60) days after the date you opened your Account.

   This is the only way Company can opt out of this Arbitration Agreement. Company's decision to opt out will not have any other effect on this Agreement or your Account with us. If you do not reject this Arbitration Agreement, it will be effective as of the date you first opened your Account. If an Account is jointly owned, one Account Owner's rejection of this Arbitration Agreement will be deemed to be a rejection by all joint Account Owners. In all other circumstances, your rejection of this Arbitration Agreement will not be deemed to be a rejection of this Arbitration Agreement by any person or entity other than you, unless you are rejecting in a fiduciary capacity for another Account Owner. In all other circumstances, your decision to opt out of this Arbitration Agreement applies only to Company's Accounts and not to any Personal Accounts. All Personal Accounts shall continue to be subject to the Arbitration Agreement that governs such Personal Accounts with us. Moreover, Bank offers a number of different products and services to our customers. If Company opts out of arbitration for this Agreement, it will not affect any arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us; any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a loan with us, opting out of this Arbitration Agreement will not constitute an opt out of any arbitration provision that may apply to the loan.

3. **Disputes Subject to Arbitration.** Company or Bank may elect to have Claims arbitrated rather than resolved in court. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts or conduct that occurred prior to the date of this Agreement. However, this Arbitration Agreement will not apply to any Claim that was already pending in court before this Arbitration Agreement took effect.

4. **Disputes Not Subject to Arbitration.** Notwithstanding the foregoing, the following disputes are not required to be arbitrated:

   a. Disputes that are within the jurisdiction of a small claims court (or an equivalent court). Company or Bank may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, Company or Bank may elect to compel arbitration. Moreover, if Company or Bank brings a counterclaim or crossclaim that is for more than the small claims court's jurisdiction, the entire dispute must, if Company or Bank chooses, be resolved by arbitration; and

   b. Disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an Arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the Arbitrator, not a court, to decide.

   In addition, this Arbitration Agreement does not prohibit Company or Bank, at any time, from:

   a. exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales;

   b. obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or

   c. bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

5. **Starting or Electing Arbitration:** Prior to initiating an arbitration proceeding, Company or Bank, as applicable, shall give the other party a Claim Notice, as further described in the "NOTICE AND CURE" section herein Company or Bank may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. Company or Bank may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if Company and Bank have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

6. **Choosing the Administrator:** The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to commercial or business disputes: the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org; or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), www.jamsadr.com. Company can obtain a copy of the administrators' rules by visiting their websites or calling them. The parties may also mutually agree to select an Arbitrator who is an attorney, retired judge or Arbitrator who is registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the Arbitrator's rules. If AAA and JAMS cannot or will not serve, and the parties are unable to select an Arbitrator by mutual consent, a court with jurisdiction will select the administrator or Arbitrator, who must agree to abide by all of the terms of this Arbitration Agreement (including, without limitation, the Class Action Waiver). Any Arbitrator must be a practicing attorney with ten (10) or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

7. **Jury Trial Waiver: IF COMPANY OR BANK ELECT TO ARBITRATE A CLAIM, COMPANY AND BANK WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**

8. **Class Action Waiver: ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF COMPANY OR BANK ELECT TO ARBITRATE A CLAIM, NEITHER COMPANY NOR BANK WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER COMPANY NOR BANK WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY.** An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or Arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

9. **Location and Costs of Arbitration:** Any arbitration hearing that Company attends in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the Arbitrator. Each administrator charges filing and administrative fees and the Arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from

the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and Arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If the Arbitrator determines that any party's Claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the Arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

10. **Law Applied by the Arbitrator:** The Arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and Claims of privilege recognized at law. The Arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

11. **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the Arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The Arbitrator shall have discretion to grant or deny that request.

12. **Arbitration Award and Right of Appeal:** At the timely request of either party, the Arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds $100,000, Company or Bank can, within fifteen (15) days after the entry of the award by the Arbitrator, appeal the award to a three-Arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the Arbitrator" shall mean the panel if an appeal of the Arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Location and Costs of Arbitration." The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

13. **Rules of Interpretation:** This Arbitration Agreement is binding upon and benefits Company, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Agreement shall survive:
    a. the repayment of amounts owed under this Agreement;
    b. any legal proceeding;
    c. any sale, assignment or transfer of your Account;
    d. any bankruptcy to the extent consistent with applicable bankruptcy law;
    e. any default, breach or repossession;
    f. any termination, cancellation, closure, suspension or non-renewal of this Agreement, your Account or credit privileges; and
    g. any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Agreement and the applicable arbitration rules or the other terms of this Agreement, this Arbitration Agreement shall govern. Any changes to this Arbitration Agreement will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Agreement.

14. **Severability:** If any portion of this Arbitration Agreement is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions:
    a. if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Agreement (except for this sentence) shall be void in its entirety; and
    b. if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

DEFINITIONS ADDENDUM

For purposes of this Agreement, the following terms shall have the definitions assigned to them. Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa.

1. "**Account**" shall mean any account (including checking, money market, savings, or loan) maintained by Company with Bank.
2. "**Account Owner**" shall mean a natural person who (i) is listed on the Bank's Certificate of Authority as a person who is authorized to act on behalf of Company and/or (ii) maintains access to a Personal Account and the ownership of funds in the Personal Account.
3. "**Account Regulations**" shall mean the provisions of any Account Agreement, as amended from time to time, this Agreement and any and all Schedules and addendums to this Agreement, which (i) have been issued by Bank and (ii) relates to the Accounts. The terms of the Account Regulations are made a part of this Agreement and are hereby incorporated by reference. If any term of the Account Regulations is inconsistent with any term of this Agreement, the terms of this Agreement shall control.
4. "**ACH**" shall mean Automated Clearing House.
5. "**ACH Account**" shall mean the Account Company designates to be debited or credited in order to offset the Debit and Credit Entries Company originates.
6. "**ACH Addenda**" shall mean a record or records that contain supplemental data related to an ACH Entry.
7. "**ACH Credit Entry Exception**" shall mean an ACH order or request for the deposit of money to the Authorized Account included in any Rules created by Company.
8. "**ACH Debit Entry Exception**" shall mean an ACH order or request for the withdrawal of money from the Authorized Account included in any Rules created by Company.
9. "**ACH Exception**" shall mean either an ACH Credit Entry Exception or ACH Debit Entry Exception.
10. "**ACH Operator**" shall mean the central clearing facility operated by a Federal Reserve Bank or a private organization on behalf of the Depository Financial Institutions (DFI), to or from which a participating DFI transmits or receives ACH Entries.
11. "**Agreement**" shall mean this Treasury Management Master Services Agreement together with the Acceptance of Treasury Management Services and any Schedules or addendum thereto, and other related documents provided to Company by Bank.
12. "**Alerts**" shall mean the notification of Account information or events delivered via email, SMS, or telephone.
13. "**Alternative Channel**" shall mean by Secure File Transfer Protocol (SFTP) as a replacement for Bank's System with Login Credentials.
14. "**Alternative Method**" shall mean submitting Payment Instructions to Bank via an alternative process or processes described in this Agreement, or in Bank's current Operating Procedures or Service Documentation.
15. "**App**" shall mean application.
16. "**Arbitration Agreement**" shall mean the Arbitration Agreement Addendum attached hereto.
17. "**Arbitrator**" shall mean a neutral person or persons from the arbitration organization selected under this Arbitration Agreement.
18. "**Authorized Account**" shall mean the Account(s) of Company identified in writing, to which the Services rendered by Bank will apply.
19. "**Authorized Representative**" shall mean an officer, member, and partner or authorized representative of Company.
20. "**Auto-Load Issued Check File**" shall mean an Issued Check File that Company delivers to Bank through Alternative Channel. The file contains records describing Checks drawn by Company on one or more Authorized Accounts with either Check Positive Pay or Payee Match Positive Pay.
21. "**Automated ACH File Delivery**" shall mean the use by Company of Alternative Channel to deliver to Bank electronic file(s) originated by Company that contain Debit and Credit Entries to be applied to Receiver Account(s) maintained at Bank, or other financial institutions by means of the ACH Network, according to the terms of this Agreement.
22. "**Automated Delivery of NOCs/Returns**" shall mean electronic file(s) that Bank delivers to Company through Alternative Channel that contain directives on return Entries and/or NOCs.
23. "**Automated File Movement**" shall mean the process of sending or receiving one or more pre-defined electronic file(s) through Alternative Channel as follows: (i) Auto-Load Issued Check File; (ii) Automated ACH File Delivery; (iii) Automated Delivery of NOCs/Returns; and/or (iv) Batch Extract File.
24. "**Automated Wire File Delivery**" shall mean the use by Company of Alternative Channel to deliver to Bank electronic file(s) originated by Company that contain wire transfer instructions to Payees, according to the terms of this Agreement.
25. "**Available Funds**" shall mean funds on deposit in an Authorized Account and available for withdrawal pursuant to Regulation CC and Bank's applicable funds availability schedule and policies.
26. "**Bank"** shall mean Bell Bank or HealthcareBank, a division of Bell Bank, as the case may be.
27. "**Banking Day**" shall mean any day on which Bank is open to the public during any part of such day for carrying on substantially all of its banking functions, and with reference to an ACH Operator, any day on which the appropriated facility of such ACH Operator is being operated. Banking Days vary from Business Days for purposes of ACH processing.
28. "**Batch Extract File**" shall mean a file containing transactions for Authorized Account(s) covering a prior period that Bank delivers to Company through Alternative Channel.
29. "**Bell Bank Mobile App**", or "**Mobile App**" shall mean the downloadable App for a Mobile Device.
30. "**Beneficiary**" shall mean a natural person or an organization that Company has designated to receive a wire transfer.
31. "**Billing Account**" shall mean the Account from which all Service fees will be automatically debited.
32. "**BIN**" shall mean a Lockbox number or bank identification number assigned to the Lockbox.
33. "**Business Day**" shall mean Monday through Friday, excluding Federal holidays. To determine Federal Reserve holidays, go to: http://www.federalreserve.gov/aboutthefed/k8.htm.
34. "**Charges**" shall mean credit card payments.
35. "**Check**" shall mean checks, drafts and money orders.
36. "**Check Image Metadata**" shall mean information about the Check Image, as well as pointers to the actual image data (also known as image tags).
37. "**Check Image**" shall mean an electronic image of an original paper check created by Company, Bank or another bank or depository institution in the check collection system.
38. "**Check Positive Pay**" shall mean an optional Service available with Online Banking whereas prior to issuing any Checks on an Authorized Account, Company shall submit an Issued Check File to Bank by the established deadline. The Issued Check File shall accurately state the complete Check number, exact amount, the date, and the payee's name (which must match exactly to what appears on the check) for every Check issued on each Authorized Account since the last Issued Check File was submitted.
39. "**Claim**" shall mean any past, present or future claim, dispute or controversy between Company and Bank that in any way arises from or relates to this Agreement or your Account. "Claim" has the broadest reasonable meaning and includes, without limitation: (a) initial claims, counterclaims, cross-claims and third party claims; (b) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (c) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (d) disputes concerning your application or other information you gave us before opening your account; (e) any account(s) you previously had with us; (f) disputes arising from or related to debit cards or any other cards, products or services provided by or purchased or obtained from us in connection with your Account; (g) disputes arising from or related to any transactions in connection with your Account; (h) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your Account; (i) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (j) disputes concerning any fees or charges

relating to your Account or this agreement (for example, overdraft transfer service fees, non-sufficient funds charges, and safe deposit box rental fees), any products or services relating to your Account (for example, automated teller machines and our online or telephone banking services), and communication methods and practices Bank may use to service your Account; and (k) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing.

40. "**Claim Notice**" shall mean written notice of a Claim.
41. "**Client**" shall mean an Originator who a Third-Party Sender has agreed to initiate Debit and Credit entries on behalf of.
42. "**Collected Balance**" shall mean the current balance in the Account less the amount of Check deposits that Bank is in the process of collecting.
43. "**Communications**" shall mean each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you.
44. "**Company**" shall mean the person, business, or other entity executing this Agreement and any Entities identified in this Agreement including anyone Company authorizes or who accesses the Account and uses any Service(s) as set forth in this Agreement.
45. "**Company ACH Rules**" shall mean, collectively, the rules and policies of Company created to mitigate the risk of fraud, as the same may be amended, modified, updated, or otherwise changed from time to time.
46. "**Consumer**" shall mean a natural person who (i) with respect to a Check handled for forward collection draws the Check on a consumer Account; or (ii) with respect to a Check handled for return, deposits the Check into or cashes the Check against a consumer Account.
47. **"Credential ID"** shall mean a unique identifier VIP Access App provisions for a particular Mobile Device or hardware token that can be associated with Individual's Online Banking.
48. "**Credit Entry**" shall mean an ACH order or request for the deposit of money to the Authorized Account of a Receiver.
49. "**Current Version**" shall mean a version of software that is currently being supported by its publisher
50. "**Debit Entry**" shall mean an ACH order or request for the withdrawal of money from the Authorized Account of a Receiver.
51. "**Designated Service Provider**" shall mean a third party where Bank has an agreement in place to offer a specific Service or standard function via a Third-Party Site.
52. "**Due Date**" shall mean the date reflected on Company's Payee statement for which the payment is due; it is not the late date or grace period.
53. "**Drawer**" shall mean the person who signed a Check.
54. "**EDI**" shall mean Electronic Data Interchange.
55. "**EFTA**" shall mean the Electronic Fund Transfer Act codified to 15 U.S.C. 1601.
56. "**Effective Entry Date**" shall mean the date included in any Entry as the date upon or after which such Entry is to be effective.
57. "**Electronic Communications**" shall mean each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you electronically.
58. "**Electronic Deposit**" shall mean electronic information (including Check Images, Check Image Metadata, MICR Data, or dollar amount information), obtained from capturing information from an original paper check, that is transmitted to Bank for deposit, processing and collection.
59. "**Eligible Items**" shall mean all valid items drawn on financial institutions located within the United States of America. Items drawn on foreign banks and items known to be forged or altered are not eligible. Eligible Items include Consumer Checks, corporate Checks, government Checks, money orders, travelers' Checks, and cashier's Checks. The name of the Payee on each Check must only be that of the customer, and the Checks may not include any additional Payee(s) nor may the checks be endorsed by a third party. Non-eligible Items are Checks drawn on foreign banks and checks known to be forged or altered.
60. "**Entities**" shall mean a person, business or other entity related to Company by common ownership or control.
61. "**Entry**" or "**Entries**" shall have the meaning given in the Rules, except that it shall also include an On-Us Entry.
62. "**Exception Check**" shall mean a Presented Check that does not match a check number and/or amount of a check included in an Issued Check File.
63. "**Exception List**" shall mean a list of exception item(s) provided by Bank to Company via the System. When the exception item is a check and an image is available, the image will be provided.
64. "**Exposure Limit**" shall mean a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Company each day.
65. "**FDIC**" shall mean Federal Deposit Insurance Corporation.
66. "**File**" shall mean a group of Entries associated with a given transmittal register and the control totals set forth therein.
67. "**IAT**" shall mean International ACH Transactions.
68. "**Individual**" shall mean any System Manager or System User who has been provided access to any Services or standard functions.
69. "**Issued Check File**" shall mean record describing checks drawn by Company on an Authorized Account, provided by Company to Bank.
70. "**Items**" shall mean Checks, money orders, travelers' Checks, and cashier's Checks scanned for Remote Deposit into Company's Account.
71. "**Located**" shall mean: (1) if the Account is opened in person, then the State in which the Account was opened, (2) if the account was opened other than in person (online) and the individual resides in a State where we have a retail branch, then the State where the individual resides, or (3) if the Account was opened other than in person (online) and the individual resides in a State where we DO NOT have a retail branch, then the State of North Dakota.
72. "**Lockbox Account**" shall mean the Account designated by Company to receive processed and prepared Checks.
73. "**Lockbox**" shall mean the designated lockbox at a U.S. Postal facility.
74. "**Login Credentials**" shall mean any combination of information used to gain access to the System. This includes but is not limited to: usernames, access IDs, passwords, biometrics, Secure Access Codes, Credential IDs, and token personal identification number generators provided by Bank or established by System Manager or System User through the System.
75. "**Merchant Processor**" shall mean a merchant processor with which Company has entered into a credit card authorization agreement and that is acceptable to Bank.
76. "**MICR**" shall mean the bottom line printed on all Checks using a special font called Magnetic Ink Character Recognition.
77. "**MICR Data**" shall mean information from the Magnetic Ink Character Recognition stylized printing on the bottom of Checks comprising of routing, transit, account and Check serial numbers.
78. "**Mobile Banking**" shall mean Text Banking, Bell Bank Mobile App, Mobile App, or Mobile Browser Banking, if available.
79. "**Mobile Browser Banking**" shall mean the access to Online Banking using a mobile browser.
80. "**Mobile Device**" shall mean a small, handheld computing device usually outfitted with a display screen and input method (either touchscreen or miniature keyboard). Many portable Mobile Devices have operating systems that can run Apps.
81. "**Mobile Remote Deposit Capture**" or "**Mobile Check Deposit**" shall mean the remote deposit capture Service governed by this Agreement that allows Company to receive a check and deposit it electronically at Bank.
82. **"Mortgage(s)"** shall mean a Personal Account loan with a pledge of real property as security for a debt, also known as a deed of trust.
83. "**Nested Third-Party Sender**" shall mean a Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator, and does not have a direct agreement with the ODFI
84. "**NOC**" shall mean a Notification of Change.
85. "**OCR**" shall mean Optical Character Recognition.
86. "**ODFI**" shall mean Originating Depository Financial Institution.
87. "**OFAC**" shall mean Office of Foreign Asset Control.
88. "**Online Banking**" shall mean Bank's Online Banking System that permits Company to view Account information, perform certain other functions and enroll in the Services.
89. "**Online Wire Transfer**" shall mean the transferring of funds from Company's Wire Account to a Payee via Online Banking.
90. "**On-Us Entry**" shall mean a Debit or Credit Entry to Receiver's Account maintained at Bank.
91. **"One Time Password"** and **"OTP"** shall mean a unique 6-digit security code generated every 30 seconds through VIP Access App or hardware token meant to type in Online Banking to authenticate identity.

92. "**Operating Procedures**" shall mean the procedures Bank establishes and disseminates from time-to-time governing Services Bank provides.
93. "**Originator**" shall mean an organization or person that initiates an ACH transaction to an Account or Receiver Account either as a debit or credit.
94. "**Paperless Statements**" shall mean Periodic Statements which are available only electronically.
95. "**Pay Request**" shall mean the instructions of Company to Bank ordering bank to pay an Exception Check or ACH Exception.
96. "**Payee**" shall mean the person, business or other entity to which Company intends to send a payment.
97. "**Payee Account**" shall mean the Account Company's Payment Instructions indicate to credit.
98. "**Payee List**" shall mean Company's list of Payees maintained within the Service and from which Company may select to provide Payment Instructions.
99. "**Payee Match**" shall mean an adapted Check Positive Pay process that additionally validates the Payee name on the check image against the Payee name Company records in the Issued Check File.
100. "**Payee Match Positive Pay**" shall mean an optional Service available with Online Banking that is an adaptation of Check Positive Pay whereas the Payee name on the check image is validated against the Payee name Company records in the Issued Check File.
101. "**Payment Account**" shall mean an Account or Personal Account (checking only) from which Bank may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per Company's instructions.
102. "**Payment Instructions**" shall mean the information provided by Company for a payment to be made to a Payee (such as, but not limited to, Payee name, Payee Account number, and Scheduled Payment Date).
103. **"Payment Processing Date"** shall mean date in which Bank or Designated Service Provider process Payment Instructions such that Payees receive bill payments on the Scheduled Payment Date chosen by Company through the Service.
104. "**Periodic Statements**" shall mean any statement produced at a designated interval. Periodic Statements may be daily, weekly, monthly, quarterly, or semi-annual.
105. "**Personal Account**" shall mean an Account owned by an individual(s) that is used primarily for personal purposes and not primarily for business or agricultural purposes and may be linked to the Online Banking Services at the request of Company and Account Owner.
106. "**Post-dated Check**" shall mean a paper check that is made payable at some point in the future.
107. "**Presented Check**" shall mean a check drawn on an Authorized Account and presented to Bank for payment through the check collection system or directly with Bank as 'over-the-counter' items.
108. "**RDFI**" shall mean Receiving Depository Financial Institution.
109. "**Receiver**" shall mean a natural person or an organization that has authorized an Originator to initiate an ACH Entry to Receiver Account with the RDFI. A Receiver can be either a company or a consumer depending on the type of transaction.
110. "**Receiver Account**" shall mean the Account at the RDFI where an Originator has designated a debit or credit Entry to be applied.
111. "**Recurring Payment**" shall mean a Scheduled Payment that results in a series of bill payments delivered to the Payee per Payment Instructions.
112. "**Regulation CC**" shall mean the Federal Reserve Board's Regulation CC, Availability of funds and Collection of Checks.
113. "**Regulation E**" shall mean the Federal Reserve Board's Regulation E, Electronic Funds Transfer.
114. "**Remittance Address**" shall mean the mailing address for the Lockbox number or BIN.
115. "**Remote Deposit Capture System**" shall mean Bank's computer systems and databases that Company may access in order to use Mobile Remote Deposit Capture.
116. "**Report of Possible Rules Violation**" shall mean as defined in the Rules.
117. "**Return Request**" shall mean the instructions of Company to Bank ordering Bank not to pay an Exception Check or ACH Exception.
118. "**Rules**" shall mean the rules of the National Automated Clearing House Association and Appendices to the rules of the National Automated Clearing House, as amended from time to time. Company can access the current Rules, as well as revisions to the Rules, through the website www.nachaoperatingrulesonline.org. Company can create a new account as a basic user for free access through this website. When asked for Company's "Affiliation," Company should choose "Upper Midwest ACH Association (UMACHA)" as the Payment Association.
119. **"Rush Payment"** shall mean a Scheduled Payment guaranteed to be delivered to Payee within one to two Business Days.
120. "**Schedule**" shall mean a written schedule to this Agreement which, together with this Agreement and other Service Documentation, governs the parties' rights and obligations with respect to the Services. Each Schedule is made a part of this Agreement.
121. "**Scheduled Payment**" shall mean the Payment Instructions Company establishes within the Service that has been scheduled through the Service in order to properly direct funds from the Payment Account to the Payee Account but which has not begun processing.
122. "**Scheduled Payment Date**" shall mean the day Company wants the Payee to receive the bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
123. "**Secure Access Code**" shall mean an authentication code that is auto generated at an Individual's request and delivered to a registered contact point. Once the code is retrieved from the registered contact point, the Individual must enter the authentication code within Online Banking to verify the Individual's identity.
124. "**Secure Email**", "**Secure Mail**", and "**Secure Electronic Mail**" shall mean a feature outside of Online Banking which allows individuals to communicate with Bank through email, where the contents of the message stay secure within Banks' server and the sender is authenticated separately.
125. "**Secure Message**" shall mean a feature which allows an Individual to communicate with Bank by typing a message and uploading attachments via Online Banking, which authenticates Individual through requiring Login Credentials to be input correctly prior to use.
126. "**Security Devices**" shall mean a code, password, personal identification number, user identification technology, biometric logon or authentication methods, token, certificate, or other element, means, or method of authentication or identification used in connection with a security procedure.
127. "**Security-Related Items**" shall mean information, including but not limited to, security procedures, processing instructions, Login Credentials, security tokens, security codes, Systems, equipment, and other software and hardware that interfaces with, connects to, or allows access to Bank, its information, Online Banking, Systems and equipment.
128. "**Service**" shall mean the treasury management services offered by Bank and selected by Company in this Agreement, excluding Mobile Banking and any other standard functions provided by Online Banking.
129. "**Service Documentation**" shall mean all documentation governing the Services and System, including, without limitation, the Treasury Management Master Services Agreement, the Acceptance of Treasury Management Services, the fee schedule or any other fee proposal provided in writing, any previously executed Schedules, other Schedules, Account Agreements, loan agreements, Operating Procedures, procedures and specification sheets for the Services and Payee Match implementation requirements if Company implements Payee Match Positive Pay.
130. "**Settlement Account**" shall mean the Account to be credited for Charges or debited by Company's Merchant Processor under the terms of Company's merchant services agreement. In order for Bank to perform Merchant Processing on behalf of Company, Company must establish a Settlement Account with PayTrace/FIS.
131. "**Settlement Date**" shall mean with respect to any Entry the Business Day when such Entry is debited or credited in accordance with the Rules.
132. **"SFTP"** shall mean Secure File Transfer Protocol.
133. **"Short Code"** shall mean a sequence of numbers to identify the sender of a Text Banking message or Short Message Service ("SMS") alert received on a mobile phone or Mobile Device.
134. "**SSH Protocol**" shall means Secure Shell Protocol.
135. "**Standard Entry Class Code**" shall mean a three-character code that identifies the type of an Entry.
136. "**Substitute Check**" shall mean a paper reproduction of an original Check that meets the definition of a "substitute check" in Regulation CC and which substitutes for the original Check for all persons and all purposes, including any provision of

federal or state law if the substitute check (i) accurately represents all the information on the front and back of the original Check as of the time the original Check was truncated, and (ii) bears the legend, "This is a legal copy of Company's Check. Company can use it in the same way Company would use the original Check."

137. "**System**" shall mean Bank's electronic or other physical requirements allowing Company to utilize each individual Service.

138. **"System Configuration"** shall mean each instance of System(s) used by Company.

141. "**System User**" shall mean a person granted access to the Services and Accounts by a System Manager or Bank at the request of a System Manager. Person(s) assigned as System User(s) shall be assigned Login Credentials.

142. "**Text Banking**" shall mean a stand-alone feature in which commands are sent to a Short Code and a response is received.

143. "**Third-Party Aggregation Service**" shall mean any software solution offered outside of Bank's Services or Designated Service Providers that consolidates Account information for viewing in one location.

144. "**Third-Party Sender**" shall mean an organization other than an Originator, ODFI, or RDFI that performs a function of ACH processing on behalf of the Originator, the ODFI, or the RDFI

145. "**Third-Party Site**" shall mean any site Bank owns and controls, or site where Bank has an agreement with a Designated Service Provider in order to offer specific Service.

146. "**U.C.C.**" shall mean the Uniform Commercial Code of the State where the Account is Located.

139. "**System Maintenance**" shall mean periods of time where one or more of Bank's Systems has routine or scheduled updates performed.

140. "**System Manager**" shall mean a person or persons designated by Company as a System Manager in this Agreement. Person(s) assigned as System Manager(s) shall be assigned Login Credentials and have full administrative rights including, but not limited to, capabilities for establishing, editing and removing System Managers and System Users, granting access, establishing limits and controls, and performing transactions on behalf of Company, depending on the chosen Services.

147. "**USD**" shall mean U.S. Dollars.

148. "**User Information**" shall mean names, domain names, addresses, Login Credentials, telephone and device numbers, the content of messages, data files, and other data and information provided by Company, other sources in connection with the Services, or software.

149. **"VIP Access App"** shall mean the downloadable App for Mobile Devices and desktop computers which helps protect Company's online Accounts and transactions by using a strong authentication process.

150. "**We**", "**we**", "**Our**", "**our**," "**Ours**", "**ours**", "**Us**", and "**us**" shall mean Bell Bank or HealthcareBank, a division of Bell Bank, as the case may be.

151. "**Wire Account**" shall mean the Account Company designates to be debited to send a wire transfer.

152. "**You**", "**you**", **"Your**", "**your**", "**Yours**", and "**yours**" shall mean Company enrolled in any Service(s) as set forth under this Agreement including anyone Company authorizes or who accesses the Account and uses any Service(s) as set forth in this Agreement.