

Treasury Management Master Services Agreement

(Effective April 30, 2019)

This Agreement sets forth the terms of the treasury management services (the “*Services*”) offered by Zions Bancorporation, N.A. dba **The Commerce Bank of Washington** (“*we*” and “*us*”). By applying for or using any Service, now or in the future, you agree to be bound by this Agreement. (Any Service described herein may have been marketed to you under a brand name that differs from how the Service is titled in this Agreement.)

OUR SERVICES

1. BUSINESS ONLINE BANKING. Business Online Banking provides a secure web browser-based suite of electronic Services that allow you to manage your banking activity online. If you request this Service and it is available, we will grant access to your Administrator to establish, maintain and delete Authorized User access and perform other administrative tasks with respect to your use of this Service. The Service includes the mobile access for Authorized Users as described below.

Business Online Banking allows you to use any of the following Services:

Information Reporting Services. This Service consists of several reporting modules. The Balance Reporting Service, for example, allows you to access current and previous day balances, transaction information, historical information, and information on certain pending transactions. When available, you also can receive images of items posted to your account the previous day. Current and historical bank statements are available online via PDF.

Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected by our system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our Information Reporting Services. If you are unable to access our system for any reason, please contact Customer Service for assistance.

Stop Payments Service: This Service allows you to place stop payment requests. You must designate the account number, check number, EXACT amount of check (dollars and cents), payee name(s), issue date, and the reason for the stop payment request. We will have no liability for paying a check on which you have placed a stop payment request when any required information is missing or inaccurate. Your stop payment request will expire after 6 months. If a single check or series of checks have been lost or stolen, you must notify us of the loss or theft and close the account, because stop payment requests may be insufficient to protect you and the Bank. If you fail to notify us of the loss or theft of checks, you may become liable for their unauthorized use. Please note that the Service may not be effective in stopping the payment of checks that have been converted to electronic transactions by the payee.

It is your responsibility to determine, through any of the methods we have made available, the status of the check prior to placing a stop payment request. We recommend that you not issue any replacement check for 2 business days after placing any stop payment request with us. If the check for which the request is being placed has already cleared, and you reissue the check, the Bank has no liability for paying either or both checks. You agree that we may rely conclusively on any stop payment request placed through this feature on the accounts that you use with this feature. We have no duty to verify the authenticity of a stop payment request or the authority of the person placing it, and a stop payment request on a check is effective regardless of who signed the check. A stop payment request made after the Cutoff Time will be considered placed on the next Business Day. Additional terms appear in your Deposit Documents.

Payments Service. This Service provides one mechanism for communicating Automated Clearing House (ACH) Entries, wire transfer and internal book transfer requests to us (see the FUNDS TRANSFER SERVICE section of this Agreement).

For Wire Transfers and ACH credit payments initiated through our Payments Service:

- We strongly recommend that you designate a minimum of two Authorized Users, and each such Authorized User’s authority and functions, in the Specifications. Authorized Users should exercise separate functions, with no single Authorized User allowed to both initiate and approve a transfer request.
- We will notify you of the acceptance, execution or rejection of a Wire Transfer by making such information accessible to you online through the Service. You agree that such notice is acceptable under the applicable state’s version of the Uniform Commercial Code.

Mobile Business Online Banking Service. In addition to our web browser-based access, each established Authorized User will also have access to the Business Online Banking Service via any compatible mobile device (“Mobile Service”) by downloading and activating our mobile application (“Service App”). The Authorized User’s “Access Credentials” (defined below) for the Service are the same for both web browser-based access and Mobile Service. Mobile Service is automatically included as part of the Service.

Service App User Terms and Privacy. You, as well as your Authorized Users, accept and agree to the privacy policy and any terms of use posted from time to time in the Service App. We recommend that you instruct Authorized Users to only use mobile devices that are (i) owned by you and (ii) restricted in use to your business purposes. You agree to indemnify us against all claims by, and losses or damages suffered by, you or any third person that would not have arisen if the mobile device was so owned and restricted.

Downloading the Service App. The Service App will be available for download at such sites as we may from time to time arrange. A person does not need to be an Authorized User to download the Service App, but a person cannot activate and use the Service App without being an established Authorized User of the Business Online Banking Service. We may from time to time require that your Authorized Users download updates to or replacements of the Service App.

Functionality of the Service App. Using the Service App, an Authorized User can perform the select functions that are displayed in its menus. We may add, delete or change those functions and menus at any time without prior notice. The Service App and the web browser-based Service may differ in the availability or operation of certain functions. You are responsible for training Authorized Users in the proper use of the Mobile Service and Service App, and for all transactions and instructions made by using the Access Credentials of Authorized Users.

Security Procedure for Mobile Service. In addition to the other provisions in this Agreement, you hereby agree that the following is a commercially reasonable “security procedure” (as defined in article 9 of the uniform commercial code) for accessing your Mobile Service, and authorizing and verifying the authenticity of instructions to us (including payment orders): logging into the Mobile Service on the Service App using the Access Credentials of an Authorized User who is enrolled Business Online Banking. You represent that the foregoing security procedure is commercially reasonable for your particular needs, considering the size, type and frequency of your Accounts and online banking activities. While Mobile Service is automatically included in the Business Online Banking Service, and for all Authorized Users, you acknowledge that you control who is established as an Authorized User, and you control what specific powers within Business Online Banking are granted to each Authorized Users. Any instruction received by us in good faith and in compliance with the foregoing security procedures shall for all purposes be effective as your authorized instruction, even if you did not in fact authorize or send it. (Please see, without limitation, the Section below entitled “Security Procedure and User Guides”).

If you no longer want a person to be enrolled in the Mobile Service, you are responsible for un-enrolling that person from Business Online Banking as an Authorized User. Notify Bank AT ONCE if you have any information that the security of any Access Credentials might be compromised. You acknowledge that Mobile Service involves electronic transmission of information across wireless networks that are not under our control. You agree that we are not responsible for the privacy, security, accuracy or availability of your wireless data transmissions.

Fees. We do not charge a separate fee for the Mobile Service or the Service App. We will send you reasonable prior notice if we decide to adopt such separate fees. Any transaction conducted using the Mobile Service, however, is subject to the same fees that would apply if the transaction was conducted by accessing Business Online Banking via a web-browser. You and your Authorized Users should check with their mobile communication services providers regarding any charges (e.g., connection and data charges) that they may assess. We are not responsible for such third-party charges that you or your Authorized Users may incur.

Miscellaneous. We do not guarantee functionality or availability of your Service App or Mobile Service on any mobile device, on any communication network, in any geographic region, or at any time. In no event, regardless of cause, shall we be liable for your inability to access the Mobile Service or to execute any mobile transaction. You agree to use the Mobile Service only from within the United States of America.

2. REMOTE DEPOSIT CAPTURE SERVICE. You can use this Service to convert paper checks and other items into electronic form and transmit those items to us electronically for deposit to your account. (In this Section, the term “Check” shall refer to the original paper check or other item, or the image of such paper item that you

transmit to us, as the context requires.) The Checks will then either be collected electronically or reprinted as substitute paper checks (“*Substitute Checks*”).

Equipment. You will need to obtain a scanner and software to scan and transmit images of the front and back of Checks and other information (e.g., MICR line data) to us. You may only use scanners and software that meet our requirements for capturing and transmitting images. You may not use your scanner to process items at a location other than your regular place of business, and you agree to monitor the use of your scanner by your employees.

Using the Service. You agree to: (a) follow our Service instructions for capturing and transmitting Check images and other information to us; (b) view each Check as it is scanned to ensure that the images (front and back) have been captured properly; (c) allow us (but we shall have no duty) to examine the physical location where you capture and transmit Check images and store Checks to confirm your compliance with this Agreement; (d) adequately train your employees on the use of the Service and evaluate the need for separation of employee duties to reduce the risk of fraud; (e) allow us (but we shall have no duty) to inspect any audit report related to your operational process for the Service; and (f) provide us with the original Check (if it is within your possession) or a sufficient copy of the Check within 5 Business Days of our request. A “sufficient copy” of a Check is a paper reproduction of an original Check that accurately reflects all of the information on the front and back of the original Check as of the time the image was transmitted to us by means of this Service. You agree to retain all information about your imaging of Checks and transmittal of images for no less than 7 days. In the event of lost, mistaken, incomplete or unusable Checks or images, or in the event of claims of fraud, alteration, counterfeit or otherwise, you agree to cooperate fully with us in providing information, including access to such records.

You bear sole responsibility for the care and security of any original Checks in your possession. In this regard, we strongly recommend that you insert the following above your endorsement on each original Check that you scan for transmission to us through this Service: “For Deposit Only To Account [*insert your account number*]”. You agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer or deposit any original Check (or copies of such Check, whether in paper or electronic form) more than once, whether with us and/or with others.

Certain Checks Not Permitted. You may use the Service only to process the deposit of original paper Checks that are payable to you. Unless we specifically agree otherwise in writing, you may not use the Service to deposit: (a) Checks payable to a third party (even if endorsed over to you); (b) demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer); (c) Substitute Checks (i.e., paper checks created from an electronic image) other than Substitute Checks we have returned to you; (d) Checks that are irregular in any way (e.g., where the numerical and written amounts are different); (e) Checks that have previously been returned unpaid for any reason; (f) Checks that are postdated or more than 6 months old; (g) Checks drawn on a foreign bank or payable in a foreign currency; (h) Checks payable to “Cash”; (i) Checks issued by you or any company affiliated with you through common ownership or control; (j) any Check that you suspect is fraudulent or not properly authorized; (k) registered government warrants; (l) prohibited “third-party-issued-items outside the ordinary course of business” as described in the next paragraph; or (m) any Check(s) that exceed the transaction limitation(s) that we establish from time to time. Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice. If you process a previously truncated and reconverted Substitute Check through this Service, you will ensure that the identification of previous truncating and reconvert banks are preserved and that the Substitute Check meets the requirements for legal equivalency under Federal Reserve Regulation CC. We may refuse any Check for deposit, with or without cause, or may elect to take a Check on a collection basis only.

Money Orders, Travelers Checks and Similar Items. You may deposit money orders, traveler’s checks and similar items purchased by remitters from third party issuers (collectively “third-party-issued-items”) if, but only if, they were delivered to you, received by you, and deposited by you all in the ordinary course of the remitter’s business and your business. Deposit of third-party-issued-items that were delivered to you or received by you outside the ordinary course of the remitter’s business or your business (collectively “third-party-issued-items outside the ordinary course of business”) is strictly prohibited.

Your Representations. You make the following representations and warranties with respect to each Check: (a) you have the legal right to accept the Check for deposit and negotiation, regardless of the name of the payee shown on the Check; (b) the images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission; (c) you have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another institution from capturing or processing such information; (d) the image of the Check as transmitted contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; (e) all warranties that would otherwise apply to the

Check if it had been a paper item deposited with us; and (f) all encoding, transfer, presentment and other warranties that we (or any correspondent bank we use) are deemed to provide to others (e.g., as a reconverting bank).

Hours of Operation. You can use the Service to transmit Check information 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. Deposit information received on or after the Cutoff Time or on other than a Business Day may be deemed received by us as of the next Business Day. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability. If the Service is not available for any reason or a Check cannot be processed by means of the Service, you may deliver the deposit to us in person, send it to us via mail or contact Customer Service to arrange for it to be picked up by courier service from your location.

Rejected Checks. If your Check information is incomplete or cannot be processed by us for any reason, we may reject the Check for deposit, notwithstanding any transmission confirmation that you receive, and may charge the amount back against any provisional credit to your account. We may notify you by phone or e-mail if we are unable to process a Check. You can confirm your Check deposits online with us on the following business day.

Returned Checks and Claims. If an item is returned unpaid to us for any reason, we may return it to you in the form of a Substitute Check. If you decide to redeposit the returned item, you may only redeposit the Substitute Check; you may not deposit the original Check. If the drawee of a Check or another third party makes a claim against us or seeks a recredit with respect to any Check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We may also charge your account for any item that is returned, whether or not the return is timely or proper.

Indemnification. In addition to the other indemnification requirements set forth in this Agreement, you agree to indemnify, defend, and hold us and our affiliated companies harmless from and against any and all actions, proceedings, liabilities, losses, costs, attorney fees, and claims (including without limitation warranty claims) that result from or arise in connection with: (a) our processing of items, or debiting or crediting the account of any person, in accordance with this Agreement or your instructions; (b) your actions or omissions, including your breach of any representation or failure to comply with this Agreement; (c) any misuse of the Service by you, your employees or agents; (d) actions by third parties (such as the introduction of a virus) that delay, alter or corrupt the transmission of Check images or information to us; (e) the failure to act or delay by any financial institution other than us; or (f) any claim by a recipient of a Substitute Check (or a Check in an electronic form) that the recipient incurred a loss due to (i) the receipt of the Substitute Check (or the Check in electronic form) instead of the original Check, or (ii) multiple payments with respect to the same original Check, based on any combination of the original Check, the Substitute Check, and/or a paper or electronic copy of either. This provision shall survive the termination of this Agreement.

Safekeeping and Destruction of Checks. You bear sole responsibility for secure storage and destruction of original Checks and any copies of such Checks. You should retain the original paper checks for only that amount of time (but no fewer than 7 days) that you deem necessary, based on: (a) the risk of fraudulent duplicate presentments of the original Check or any paper or electronic copy thereof, (b) the needs of your business, (c) any requirements of law or regulation affecting your business, and (d) potential claims by recipients of Substitute Checks (or Checks in electronic form) that they incurred a loss due to the receipt of a Substitute Check (or a Check in electronic form) instead of the original paper Check. We suggest that you keep the original paper Checks for no more than 45 days after you transmit them to us. After the end of your retention period, you will destroy (by shredding) the original Checks.

3. ACCOUNT RECONCILIATION SERVICE. We offer both full and partial account reconciliation Services, as well as a deposit reconciliation Service. With “full” reconciliation, if you provide us with your check issuance data prior to the Cutoff Time in accordance with our guidelines, we will provide you with one or more reports regarding your account activity. With “partial” reconciliation, we provide you with information about the checks that have paid against your account. With “deposit” reconciliation, we provide you with a report of paper credit items. Reports are available online for viewing, printing and downloading.

You agree to use only checks and deposit slips that meet our specifications and to provide us with a sample of your checks and/or deposit slips upon our request. Your sole and exclusive remedy for any error, damage or loss in any way connected with this Service, however arising, shall be limited (at our option) to either a re-performance of the Service for the period in question or a refund or credit of an appropriate portion of the fees associated with this Service.

4. ACH FILTER SERVICE. If you request this Service, we will suspend any ACH entry initiated by a third party to your designated accounts if that entry does not meet your pre-established ACH filters, and we will present

the suspended ACH entry to you electronically. You must then instruct us whether to permit or return the entry. You authorize us to act in accordance with your permit/return default election if we do not receive your instruction for any reason by the Cutoff Time. Please review the section below entitled “**FRAUD DETECTION AND INDEMNIFICATION**” if you do not enroll in our ACH Filter Service in connection with your ACH Service.

5. CASH VAULT SERVICE. This Service provides you with an efficient way to make deposits and place orders for coins and currency.

Deposits. An armored car service acceptable to us picks up your deposits (including cash, coins, checks, and/or food coupons) and deliver them to a cash vault processor provided or designated by us (the “CVP”) for credit to your designated account. The armored car service shall be deemed your (and not our) agent for all purposes connected with the Service, even if we have assisted you in selecting or obtaining the armored car service, and even if we invoice you on behalf of the armored car service together with any mark-up. We shall have no liability for the acts or omissions of the armored car service with respect to its dealings with you or third parties. Neither we nor the CVP will be liable for any damage, destruction, theft or unexplained loss of any deposit prior to its receipt by the CVP.

We or the CVP may reject any shipment that we or it considers unacceptable or irregular (e.g., shipment bags that have holes or are not properly sealed). Any shipment receipt provided by the CVP shall not be deemed an acknowledgment of the contents of any shipment. Your deposits will not be deemed to be accepted for deposit by us until they are received, counted and reconciled against your deposit tickets by the CVP and we are notified that the shipment has been verified as correct by the CVP. We may charge your account with us for any adjustments made by the CVP (e.g., for counterfeit currency).

For deposits received before the Cutoff Time on a Business Day, you will receive provisional credit on that Business Day. For deposits received after the Cutoff Time or on a day other than a Business Day, you will receive provisional credit on the next Business Day. We may make adjustments to your account at any time if we discover counterfeit currency, contaminated currency, discrepancies resulting from mis-strapped denominations, or any other irregularities.

Cash Delivery. You may use this Service to request a delivery of cash. A request for a Regular Delivery (as defined in the Cash Vault and Related Services Specifications) which is received prior to the Cutoff Time will be delivered on the next Business Day. All deliveries will be made by armored car service. The armored car service will be considered your agent for all purposes connected with the Service, even if we have assisted you in selecting or obtaining the armored car service. Cash will be deemed received by you when given to the armored car service. The armored car service’s written receipt of delivery will be conclusive evidence of the amount and date of the cash provided by us. We assume no risk, and you will hold us harmless from any loss, occurring after the armored car service takes possession of the cash for delivery to you.

Your Instructions. You authorize us to accept Service instructions from any authorized signer on your account and/or from any other person you designate for that purpose. We also may act upon any online or telephone instructions that are made in accordance with our prescribed security procedures. We may refuse any Service instruction that we cannot confirm to our satisfaction.

6. CHECK IMAGING SERVICE. If you request this Service, we will provide to you scanned images of your designated account statements, canceled checks (front and back), and/or other processed items, on CD ROM, through file transmission, or through our Online Banking Service

You acknowledge that scanning technology is subject to error, such as distortions. You agree to notify us promptly of any Service errors or problems. We may destroy the original items within 30 days of their receipt. We will attempt to reprocess the information and/or provide another CD or transmission file, but assume no liability for our inability to produce better copies.

7. COLLECTION DRAFT SERVICES. The term “*Drafts*” refers to bearer bonds and coupons, claims drafts, items denominated in foreign currencies, and domestic drafts that do not clear as cash items through the ordinary check clearinghouse system or Federal Reserve system. It also includes documents, securities, instructions, instruments and the like that accompany a Draft and are to be received by you before acceptance or payment of the Draft.

Deposit Service. We will forward the Drafts you deposit with us for collection. You may only deposit Drafts that are properly payable to you and in a form and of a type approved by us.

Ordinarily, an account is not given credit for a Draft until we receive finally collected funds for the item. If we provisionally credit your account for any Draft, we may charge the amount back against your account if we do not

receive payment for any reason. You are responsible for ensuring that we are provided with the correct address for processing each Draft to ensure timely receipt and payment by the Draft's payor. We will not be responsible for confirming or correcting addresses. Our sole responsibility with respect to any Draft is to exercise the ordinary care of a collecting bank in forwarding the Draft for collection and settling with you when final payment is received by us. We may discontinue providing this Service at any time upon notice to you, but we will, for a reasonable time, continue the processing of any Draft we accept for collection prior to such notice.

8. CONTROLLED DISBURSEMENT SERVICE. With this Service, we will cover the checks you write against your account at another institution (the "*Disbursing Bank*") with funds maintained in your account with us. Please see the Controlled Disbursement Service addendum for additional terms.

9. DATA EXCHANGE SERVICE. With this Service, you can obtain consolidated daily balance and float status information, as well as summary and detailed transaction level information, from multiple financial institutions in one consolidated data file. You can receive this information from us or our designated Data Collection Agency, or you may arrange for us to send account data from your accounts with us to your Data Collection Agency.

This Service is made available on an "as-is" and "as available" basis. Neither we nor the Data Collection Agency provide any warranty, express or implied, regarding this Service. All warranties, including implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed to the greatest extent permitted by law. Neither we nor the Data Collection Agency assume any liability for the unavailability of the service or for information provided or withheld by any institution.

Out-Bound Data Exchange. With this feature, you authorize us to extract account data on your accounts with us, and report it to your Data Collection Agency. We will have no obligation to update such information or confirm its receipt by your Data Collection Agency.

BAI Direct. With this feature, you authorize us to extract account data on your accounts with us and make it available to you via file transmission.

10. ELECTRONIC DATA INTERCHANGE SERVICE. If you request this Service, you may originate or receive data transmissions that consist of documents and payment instructions. This Agreement applies only to the EDI Services that we provide to you. The legal relationships, and the terms and conditions relating thereto, between you and your trading partners will be governed by the terms of the EDI contracts between you and them, and will not be binding on us.

11. FUNDS TRANSFER SERVICES. We offer Funds Transfer Services that allow you to make payments to others and to transfer funds between accounts through the Automated Clearing House ("*ACH*"), by wire transfer, or by internal book transfer. Upon our prior approval and agreement, you may also originate certain ACH debit entries or drawdown wires on accounts of third parties who have given you their authorization. At all times, we retain the right to suspend or terminate, in our sole discretion, your use of any or all of our Funds Transfer Services.

Orders and Charging Accounts. When you transmit a transfer, payment request or ACH entry (collectively "*Order*"), you authorize us to charge the designated account for the amount indicated. You must submit your Order to us in the manner we designate. In order to comply with National Automated Clearing House Association ("*NACHA*") rules, you must submit ACH consumer credit Orders to us two business days before the payment date and all other ACH Orders one business day prior to the payment date.

Available Funds. We may refuse an Order if there are insufficient collected and available funds in your account on the date we initiate the transaction (e.g., two business days prior to the settlement date for an ACH credit entry) or on the payment/settlement date. We may require you to maintain sufficient available funds in your account prior to our processing of your Order. We also may place a hold on funds pending our processing of your Order. If we have reason to believe that you may not have adequate funds to cover an ACH credit Order, we may delay execution of the Order until we receive adequate assurance from you that the funds will be available. Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend money to you.

ACH Transaction Rules. You agree to comply with the NACHA Operating Rules and Guidelines, as amended from time to time (the "*Rules*"). We will provide you with a copy of the Rules, upon request, when you are approved for the ACH Service. Thereafter, you can obtain a copy of the current Rules at <https://www.nacha.org> or by telephoning NACHA at 703-561-1100. You agree to reimburse us for any penalties, fines and/or charges that we incur as a result of your failure to comply with this Agreement or any Rule. Without limiting your duty to comply with all of the Rules, you specifically acknowledge your obligations (a) for proper re-initiation when the originator receives Notices of Change, unauthorized returns, stops or NSF notifications; (b) to adhere to all Rules regarding pre-

notifications; (c) to obtain proper authorizations from receivers; and (d) to adhere to all Rules regarding reversals and when reversals are deemed improper.

Receiving Wire Requests; Security Procedures.

(1) Online Wires Module. Our primary method of receiving wire Orders is via the online wires module of Business Online Banking. This is the method we recommend that you use. **You agree that the security procedure for authenticating these Orders is that they were entered into the online wire module using your Business Online Banking account's Access Credentials** (defined below in the Definitions section), together with a confirming approval through the online wires module if you have established dual authorization as a control for wires from the account to be debited. The security procedure also includes any limits you have established in your Business Online Banking profile on the dollar amount of transfers that can be initiated or approved with the Access Credentials used for that Order. For any Order submitted via the online wires module, we may (but are not required to) perform a callback to our satisfaction before executing the Order.

(2) Online Secured Messaging. We can also receive a wire Order via the secured messaging module of Business Online Banking. For this method, our wire transfer request form must be completed with the applicable wire transfer instructions, signed, and then uploaded as an attachment to a secured message sent to us via the secured messaging module of your Business Online Banking account. **You agree that the security procedure for authenticating this type of Order is that it was transmitted via secured messaging using your Business Online Banking account's Access Credentials.** For any Order submitted by secured message, we may (but are not required to) perform a callback to our satisfaction before executing that Order.

(3) Telephonic Orders. A wire may be requested by telephone call to Customer Service at 206-292-3900. We discourage general use of this method. It is primarily intended to be a backup method in the event our Business Online Banking system is not available. Therefore, we may (but are not required to) instruct any person making a telephonic request to instead use Business Online Banking. **You agree that the security procedure for authenticating telephonic wire requests is as follows:** (a) the requesting caller must identify himself/herself by name and shall be any person who is authorized to initiate or approve debits, draws, withdrawals or transfers against the account to be debited for the Order; (b) the caller must specifically identify the account number to be debited; and, (c) the caller must correctly answer a challenge question that you have on file with us for authenticating banking requests. We may (but are not required to) ask additional questions to further identify the requesting caller or any approving person to our further satisfaction before executing a telephonic wire request. The security procedure shall not include any limits on transfer amounts such persons may initiate or approve. For any Order submitted by telephone, we may (but are not required to) perform a callback to our satisfaction before executing the Order.

(4) In-Person Orders. You may also request a wire in person by visiting our office and identifying yourself to our satisfaction. Such wires are governed by the terms presented to you at that time, and not by this Agreement.

You authorize us on behalf of yourself and your agents to record telephone calls constituting or relating to wire requests.

For each method of receiving Orders, you hereby represent and agree that the above-stated security procedures are commercially reasonable (in light of the size, type, amount and frequency of your wire requests and payment accounts, and your business needs) for purposes of conclusively verifying that an Order is authentic, and was transmitted and authorized by you. Orders satisfying their security procedure may be executed by us without further inquiry and you shall be liable for those transfers. **See the subsection below entitled "Unauthorized Order." See also the Section below entitled "Security Procedure and User Guides."** You are also liable for any Order that you have authorized, even if the applicable security procedure was not satisfied.

In some cases, we may in our sole discretion take actions in addition to the above security procedures to further identify or establish the authorization of the Order or to detect a potential error in the transmission or content of the Order. Such additional actions shall not become part of our agreed security procedure for that or any other Order. In no event shall taking or omitting any additional action in response to any one or more Orders give rise to any liability or standard of care beyond the specific security procedures stated above. The agreed security procedures are not designed or intended to detect errors in the transmission of, or the content of, your Orders (e.g., duplicate wires,

or errors in beneficiary or amount). We are not obligated to detect errors by you or by others, even if we take certain actions from time to time to do so.

Processing Wire Transfers. We may, at our discretion, process wire Orders through the Federal Reserve Bank System, the Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T.), or other wire processing system. If we are also the beneficiary's bank, we may simply debit and credit the appropriate accounts as requested in the wire Order. You must pay us at or before the time we execute the Order with available funds on deposit in the amount of the transfer plus our current Wire Transfer Fee. If you fail to do so, we may in our discretion attempt to cancel the transfer, or undertake any other legal means to collect the amount of the transfer, including offsetting against any of your accounts with us.

We must receive your wire Orders before the local times listed below with a reasonable time for us to act thereon, including completing the security procedure. Orders received after these times will be treated as received on (and may be executed on) the following funds transfer business day. Times may vary at the Bank's discretion.

Foreign Wires

__1__pm Pacific Time

Domestic Wires

__2__pm Pacific Time

Your Instructions. You will comply with the Order form, format and other requirements set forth in the Specifications, the Rules (if applicable), and any security procedures that we establish for the Service. We are not responsible for detecting or rejecting duplicate Orders. If you give us an Order that is incorrect in any way, we may charge your account for the payment whether or not the error could have been detected by us. We are not liable for acts or omissions by you or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any intermediary bank or beneficiary's bank, or any beneficiary, none of which shall be deemed our agent. Without limitation, we shall not be liable for delaying or failing to act if caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond the Bank's control.

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institutions in your Orders. If you describe any beneficiary or institution inconsistently by name and number, we and other institutions may process the Order solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

We may (but are not required to) allow you the convenience of accessing a tool for looking up the names and numeric identifiers (e.g., routing and transit numbers) of intermediate financial institutions and beneficiaries' financial institutions. That tool is provided by a third-party service provider, not by us, and so you agree that we shall have no responsibility or liability if the tool or its data are not available, incomplete, inaccurate or not updated (collectively "errors"). In addition, you agree that the third-party service provider shall have no liability for such errors, and to hold us harmless from any claim that may be made against us by the third-party service provider that may result from you making a claim against that third-party service provider. You promise to us and the third-party service provider that you will not share the look up tool with anyone or distribute any of the data available or obtained from the tool. You remain solely responsible for verifying financial institutions' names and numbers that you submit in Orders, independently of information obtained from the search tool. Because different institutions may have similar names and because Orders may be processed by number regardless of accompanying name, we recommend that you search by entering a number to check an institution's name (rather than searching by institution name to find its number).

You will not allow others to initiate Orders on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents.

Foreign Transfers. For any funds transfer to a beneficiary in a foreign country, you consent to conversion of the funds into foreign currency by us (or our agents or processors), any correspondent bank or intermediary bank, the beneficiary's bank, or any other third party reasonably involved in the completion of the funds transfer, at conversion rates generally applied by that converting party. We may in our discretion execute the transfer request in the currency of the country of the beneficiary's financial institution at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the beneficiary's institution. If the transfer is returned for any reason, 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. Foreign transfers may be subject to delays and changes in foreign currency exchange rates. Fees imposed by intermediary banks may be deducted from the amount of your Order. A portion of those charges may be shared with us.

Authorization and Record Retention. You will initiate ACH debit and drawdown wire Orders only with the prior written authorization of the owners of the accounts affected by such Orders. You agree to maintain a copy of each authorization for a period of two years following its termination, and to provide us with a copy upon request. You warrant to us what we are deemed to warrant to others regarding your Orders.

Internal Book Transfers. Transfers between your accounts with us are subject to the terms of the Deposit Documents. Although you may instruct our online system to make transfers between your accounts at any time on any day, transfers occurring after the Cutoff Time or on a day other than a Business Day may not be posted until the next Business Day.

Transaction Limits and Safeguards. You agree not to: (a) exceed the transaction limits we establish from time to time for your account or any Service; (b) allow anyone to initiate Orders without proper supervision and adequate safeguards; or (c) submit ACH debit Orders for accounts receivable (ARC), represented check (RCK), international (IAT), back-office conversion (BOC), telephone-initiated (TEL), Internet-initiated (WEB), point-of-purchase (POP), point-of-sale (POS), machine transfer entry (MTE), shared network entry (SHR), check truncation (TRC or TRX), customer-initiated (CIE), or destroyed check (XCK) entries without our prior written consent. We may from time to time and without notice prohibit your use of any other type of ACH entry unless you obtain our prior written consent to do so. You will regularly audit the actions of your employees, agents and authorized users of the Service.

Cancellation and Amendment of Orders. You have no right to cancel or amend an Order after we receive it. If we in our discretion attempt to reverse an Order at your request, we assume no liability for any interest or losses that result if the reversal is not effected. We may refrain from acting on your request until you satisfy the security procedures established for the type of Order to be canceled or amended, and upon our having a commercially reasonable time to act thereon. Any cancellation or amendment executed by us shall be binding on you, even if not requested by you, if verified by the security procedure applicable to that type of Order. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to receivers that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

Rejection of Orders. We may reject any Order if: (a) the Order does not conform to the limitations, security procedures or other requirements set forth in this Agreement (including any applicable Specifications); (b) there are insufficient collected funds in your account on the transaction or settlement date; (c) the Order involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal; (d) the Order is not authenticated to our satisfaction or we have reason to believe the Order may not be authorized (notwithstanding compliance with any security procedure); (e) the Order contains incorrect, incomplete, or ambiguous information; (f) the amount of the Order exceeds any limit established for the specific Order or for your account; (g) we believe the beneficiary of the Order may be on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury's Office of Foreign Assets Control (which may require us to not complete the transfer and to "block" the funds until that Office issues a written release); (h) the Order appears to be in contravention of applicable law, regulation or executive order; (i) the Order would cause us to exceed any limitation on our intraday net funds position established pursuant to Federal Reserve guidelines; (j) the Order would result in violation of any other law or regulation, or any applicable governmental risk control program; or (k) the Order presents any other risk to us that we deem unreasonable in our discretion. We may notify you orally, electronically, or in writing if we reject any Order no later than two business days after the date the Order was to be effected. We are not required to pay you interest on a rejected Order for the period between the rejection of the Order and your receipt of the notice of rejection.

Notice of Returned Orders. We may notify you electronically, in writing, by telephone, or otherwise regarding any Order that is rejected or returned for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the Order. We may attempt to remake the Order if the return is due to our error and we have sufficient data to remake the Order. You agree to reimburse us promptly for the amount of any ACH debit or wire drawdown Orders that are reversed, adjusted or returned. You may not resubmit any ACH debit or wire drawdown Order where the payment was stopped by the accountholder.

Notices and Statements. Information on transfers to or from your accounts will be reflected on your periodic statements and may be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of Orders. Please see also the section entitled "Notices" under "General Provisions" regarding your obligation to notify us in the event of unauthorized or erroneously paid Orders.

Provisional Credit. Under the Rules, if you originate an ACH credit entry to transfer funds to a receiver, any credit given by the receiving financial institution to the receiver's account is provisional until the receiving financial institution receives final settlement. If final settlement does not occur, then the receiving financial institution is

entitled to a refund of that provisional credit, and you will not have paid the amount of that credit transfer to the receiver. In addition to the Rules, you agree that any amount we credit to your account for any funds transfer to you is provisional until we receive final settlement through a Federal Reserve Bank (or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code), and we are entitled to a refund from you of that provisional credit if final settlement does not timely occur.

Unauthorized Order. We may process any Order (including an amendment or cancellation Order) that we believe is transmitted or authorized by you if we act in compliance with the security procedure (including any callback procedure) agreed upon by you and us. Such Orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such Orders, even though they are not transmitted or authorized by you. We strongly recommend that you impose a dual control environment in connection with the transmission and confirmation of Orders. We may refuse or delay execution of any Order that we have reason to believe may not be authorized by you. We shall have the right, but no duty, to question the authorization of any Order received with your Access Credentials or compliance with any agreed security procedure (including any callback procedure). If we fail to follow the agreed security procedure but can prove that the Order was originated by you, then the Order shall be deemed authorized for all purposes.

Audit. You hereby grant us the right (but we shall have no duty) to audit from time to time your practices, procedures and controls in originating Orders, complying with the Rules and the terms of this Agreement, and reviewing reserve requirements (collectively "Order Controls"). You are also responsible for providing us with access to the personnel, records and facilities of any third-party contractor or vendor you may employ in using our Funds Transfer Service, as reasonably necessary to complete our audit of your Order Controls. You also agree to provide us with copies of reports you may create or receive of audits conducted by you or third-party parties concerning your Order controls.

12. STATEMENT REPORTING SERVICE. With this Service, we will make certain statements and reports available to you via electronic facsimile transmission in accordance with your instructions. The timing of the transmission of the information is not guaranteed and is subject to the availability of the information.

13. [SECTION RESERVED FOR FUTURE USE]

14. POSITIVE PAY SERVICE. If you request this online Service and provide us with the check numbers and EXACT dollar and cent amounts on checks that you issue on a designated account, we will compare that data with the information encoded on items presented to us for payment against that account. If the information matches, we will treat the matching items as validly issued and properly payable, and will process such items for payment. If the information does not match or the item is otherwise deemed to be an exception item (defined below), we will use the Service to provide you with an exception report that describes each exception item and the reason for the exception. You must then instruct us if you want us to pay or return an exception item. You authorize us to act in accordance with your pay/return default election if we do not receive your instruction for any reason by the Cutoff Time for such instructions. We may refuse to pay any item if there are insufficient collected and available funds in your account to cover the item. Please review the section below entitled "**FRAUD DETECTION AND PREVENTION INDEMNIFICATION**" if you do not enroll in our Positive Pay Service in connection with your checking services.

Checks Covered by Service. This Service applies to checks that are presented for payment through normal interbank check clearing procedures (e.g., local clearinghouse, Federal Reserve, or direct send presentment cash letter) and posted to your account each night. Checks that are presented in any other manner will be paid in accordance with our standard procedures.

Exception Items. Exception items may include duplicate checks, checks that do not match the check issuance data that you provided, checks with duplicate serial numbers, misencoded items, checks lacking an encoded serial number, and any other items that you advise us to treat as exception items in the Specifications. The Service does not apply to items that have been finally paid before the effective date of any listing.

Note: Our stop payment and Positive Pay systems operate separately. Therefore, if you ask us by telephone or online to stop the payment of a check, the item may not show up as an exception. You agree not to use this Service (via a return report) as a substitute for a stop-payment order.

Reliance on MICR Encoding. We will not be obligated to verify signatures on any checks that match the information you provide or that you fail to reject. You understand and agree that we may compare your information on approved checks with information that is encoded on the items presented to us for payment. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded.

You agree that we may rely on the process described above and that it will be deemed an acceptable standard of care for this Service and your account. You understand that the Service may not identify counterfeit or duplicate checks which contain the same check serial number and amount as the items described in your check issuance data. Therefore, you agree to review promptly all statements, returned checks, reports and other check and transaction information that we make available to you.

Issue Information and Timing. You agree to provide check information and instructions to us in the manner, form and format that we specify for the Service. You assume full responsibility for the completeness and accuracy of all information furnished to us. Our willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and we may discontinue processing nonconforming information without prior notice.

We must receive your check issuance data on or before our Cutoff Time each Business Day. Reports received after the Cutoff Time or on a day other than a Business Day may not be processed by us until the following Business Day. We will provide you with information on exception items on the morning of the following Business Day. You must instruct us to pay or return exception items by the Cutoff Time for such instructions on the same Business Day.

Stale-Dated and Postdated Checks. We may pay stale-dated and postdated checks unless you place a stop payment on such items, remove them from your list of checks approved for payment, or fail to notify us through this Service not to pay the items.

Security. You bear sole responsibility for determining and implementing effective and sufficient internal security controls in connection with this Service. We strongly recommend that your internal controls include a dual control environment in connection with the transmission of check issuance data and decision instructions.

Reverse Positive Pay Service. This Service allows you to review checks presented against your account. Each day, we will provide you with information and images of the checks presented the previous Business Day. The Check Return Service will show each check paid, along with its serial number and amount, and will give you access to an image of the check. You can compare this information to the checks as you issued them.

If you notify us before the Cutoff Time on the Business Day after the check is presented, we will return the check to the bank of first deposit. This Service only applies to checks that are presented to us for payment through standard interbank check clearing procedures (e.g., local clearinghouse, Federal Reserve, direct send presentment cash letters, etc.). Checks that are presented in any other manner (e.g., at a teller window) will be paid in accordance with our standard procedures.

15. TAX PAYMENT SERVICE. If you request and are approved for this Service, you appoint us to act as your agent for the purposes of preparing and making tax payments and deposits on your behalf. Upon our request, you agree to execute such additional enrollment forms and authorizations as we may request. You and we will agree in writing regarding the specific taxes that are to be paid as part of the Service. You authorize us to release account and tax payment information to any taxing authority in performing the Service and to confirm payments.

Accuracy. You are solely responsible for determining the amount of any taxes due and transmitting payment information in accordance with our procedures. You must furnish us with complete and accurate master file and tax payment information in the form and format specified by us. Transmission of transaction data to us will be at your expense. Our record of your transmitted payment data will be deemed correct and complete. We will have no responsibility for (a) determining the correctness of any tax computation or payment, (b) questioning the timing or amount of any payment, (c) determining or questioning the correctness of any report or information you submit (even if it appears incorrect on its face), or (d) any penalty which may be imposed if you instruct us to make a payment after the Cutoff Time on the date the tax payment is due. You are responsible for promptly making required tax payments by another means in the event there is an interruption in the Service.

Inability to Process. We will notify you orally, electronically or in writing if we are unable to process any report or payment in the manner contemplated by the Service no later than the Business Day following the payment date. If you fail to maintain sufficient collected and available funds in your account, we may refuse to perform the Service. If an order is rejected, it will be your responsibility to resubmit the order.

Funds Awaiting Distribution. When we receive your instruction to make a tax payment, we will charge your account for the amount of the payment(s). The funds will be held by us as a non-interest bearing deposit liability to you, but will not be held in trust. Until we make your tax payment, your funds will be subject to offset for any debts owed to us.

Your Duty to Pay Taxes. You assume the risk of any failure to transmit the data to us in a timely and correct manner. Any interruption of the Service, regardless of the reason, will not relieve you of your obligation to make a tax payment or report. You are responsible for promptly making required tax payments by another means in the event there is an interruption in the Service.

Payment Transfers. Tax payments will be subject to the “FUNDS TRANSFER SERVICES” section of this Agreement.

No Tax Advice. You acknowledge that our employees are not authorized or permitted to give tax advice to you. You agree not to seek or place any reliance upon tax advice from us or our employees.

16. ZERO BALANCE ACCOUNTS. This Service uses a main account (“*Concentration Account*”) and one or more related accounts (“*Sub-Accounts*”). Daily, after all debits and credits have been processed for each Sub-Account, transfers between the Sub-Account(s) and the Concentration Account will be made based upon the amount necessary to maintain the Sub-Accounts at the target balances established in the Specifications.

You should maintain sufficient funds in the Concentration Account to ensure that there is a positive ending ledger balance in that account after transfers between the Concentration and Sub-Accounts have been completed. If there are insufficient funds in the Concentration Account for this purpose, we may, at our option, return checks drawn on any of the Sub-Accounts in such order as we, in our sole discretion, may elect and the accounts will be subject to our standard fees (including overdraft, insufficient funds, and uncollected funds usage fees). Any fees may be assessed through account analysis, directly to the Concentration Account or any Sub-Account, or any combination of the foregoing. You specifically waive any claims you may have against us as a result of the return of any check as provided herein, but you retain any liability for all overdrafts we may allow on your accounts.

GETTING STARTED

17. AVAILABILITY OF SERVICES. We will let you know when the Services you request become available.

18. EQUIPMENT AND SOFTWARE. You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. You bear sole responsibility for establishing, maintaining and updating procedures, equipment and software and other internal security controls that will effectively safeguard the security and integrity of your computer systems from unauthorized use, intrusion, takeover or theft, and will prevent your Access Credentials from unauthorized use, disclosure or discovery.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR SUPPLIERS OR VENDORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any equipment or software we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to replace or repair the defective equipment or software. We do not warrant that the equipment or software provided to you will be error free or that the Services will be uninterrupted.

You agree to comply with the terms of any software license provided to you in connection with the Services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the equipment, Service guides, security procedures, and systems provided to you in connection with a Service represent our proprietary property and must be returned to us upon request. We and/or our suppliers retain all right, title and interest in and to the intellectual property rights associated with the Services and the equipment and software. Your license to use equipment and/or software will end with the termination of this Agreement or upon our earlier notice to you. You may only use the equipment and software in connection with your use of the Services. You may not use or move the equipment or software outside the United States without our written consent.

19. YOUR ADMINISTRATOR. Your Administrator can establish separate Access Credentials (defined below) for you and each Authorized User, perform various administrative tasks, and set limits on each User’s authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator (or other person using your Administrator’s Access Credentials), the authority he or she gives others to act on your behalf, and the actions of Authorized Users (or other person using an Authorized User’s Access Credentials).

You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account with respect to which we have agreed, by separate agreement, to honor a requirement for more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the Access Credential designated by you or your Administrator for that account and the Service in question. As long as an instruction is accompanied by the designated Access Credential, the transaction will be deemed authorized by you. NOTE: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though a separate agreement between you and us requires two or more signatures on checks or other withdrawals or transfers of funds. In addition, nothing in this Agreement shall be deemed to require us to honor any multiple signature requirements.

20. YOUR ACCOUNTS. You will need to designate certain accounts for specific purposes in connection with some of the Services. If you fail to do so, we may designate the accounts. The Specifications may list certain accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us, upon request, with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

21. SECURITY PROCEDURE AND USER GUIDES. We may provide you with one or more Access Credentials (defined below) to access our Services. We also may provide you with operating procedures and user guides in the Specifications in connection with certain Services. You agree to: (a) comply with the Specifications and procedures that we provide to you; (b) take all necessary steps to safeguard the confidentiality and security of your Access Credential, Specifications, and any other proprietary property or information we provide to you in connection with the Services; (c) limit access to the Access Credential to persons who have a need to know such information; (d) closely and regularly monitor the activities of employees who access the Services; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change or exchange your Access Credential (and any password used to access your Access Credential) if you know or suspect that the confidentiality of the Access Credential has been compromised in any way. Our security procedures are not designed for the detection of errors (e.g., duplicate payments, or errors in your funds transfer instructions such as beneficiary or amount). We are not obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change any temporary Access Credential we give you promptly after you are given access to the Services for the first time and disable access to the Services and to all Access Credentials for anyone that is no longer employed or authorized by you to use the Services. You also agree to change on a regular basis any identification number, password or other item of information that is an Access Credential or that is used to access an Access Credential, but no less frequently than every 60 days. We may require you to change your Access Credentials at any time.

As an alternative to verifying transactions by means of an Access Credentials, we may elect to verify the authenticity or content of any order or instruction by placing a call to any authorized signer on your account or any other person designated by you for that purpose. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, if it includes or was generated with your Access Credential or is otherwise processed by us in accordance with our security procedures.

Your Internal Security. You bear sole responsibility for establishing, maintaining, implementing and updating policies, procedures, equipment and software ("*Internal Security Controls*") that ensure the security and integrity of your computer systems and information, protect them from any unauthorized use, intrusion, takeover or theft, and prevent your Access Credentials from any unauthorized discovery or use (collectively "*Internal Security Breaches*"). You bear all risk of fraudulent transfers and other losses or disclosures arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively "*Internal Security Losses*"). We will not reimburse your Internal Security Losses. You agree that we are authorized

to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Access Credentials. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

To protect your system from Internal Security Breaches, your Internal Security Controls should include:

- Limiting and controlling who has access to your computer systems;
- Protecting and frequently changing your passcodes and other online Access Credentials;
- Adopting dual authorization and/or transaction-based authentication procedures for financial transfers;
- Employing up-to-date security software such as anti-virus, anti-malware and anti-spyware programs, as well as up-to-date software patches for all your software programs, internet browsers, e-mail programs, and the like;
- Using effective, up-to-date firewalls;
- Procedures to avoid infection by malicious software, such: as controlling what websites are visited by your computers; controlling the connection of other devices (e.g., flash drives) to your computers; controlling what documents, e-mail attachments, programs and other files are opened or installed on your computers; and limiting which of your computers are used for online banking;
- Reconciling all accounts on a daily basis, and immediately reporting any discrepancies;
- Prohibiting your authorized users from leaving a computer unattended while connected to our system, or from communicating or accessing sensitive information from insecure locations (e.g., terminals or networks at Internet cafes or airports);
- Allowing Services to be accessed only from a secure location on your premises; and
- Adopting such other recommendations that we may make from time to time to help ensure your safe use of our Services.

This is not a complete listing of the Internal Security Controls that you may need. You are solely responsible for determining and implementing all of the Internal Security Controls necessary to prevent Internal Security Breaches and Internal Security Losses. We have no duty to review your Internal Security Controls, identify deficiencies or make recommendations. We do not represent or warrant that any or all of the above recommendations or any future recommendations are adequate for your needs or will prevent Security Losses.

We may at any time limit access to any online banking function to only those customers who have adopted specific Internal Security Controls. Our specification of any required Internal Security Controls shall not constitute a representation or warranty by us that they will (a) prevent any Internal Security Breach or Internal Security Losses, or (b) be compatible with any computer system or other Internal Security Controls.

You remain at all times solely responsible for your Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although we may employ various systems and procedures from time to time to prevent losses to us, we assume no obligation for your Internal Security Losses.

GENERAL PROVISIONS

22. AMENDMENTS. We may add to, delete or change the terms of this Agreement, the Service fees, and the Specifications by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes will not have a material effect on your use of the Services. We will not be bound by any amendment you attempt to make to this Agreement (e.g., by crossing through the text or inserting additional words) unless we specifically acknowledge the change in a separate addendum or by adding our initials next to the amendment.

23. ARBITRATION/JURY TRIAL WAIVER/DISPUTE RESOLUTION. If your Deposit Documents contain one or more class action waiver, jury trial waiver, arbitration, judicial reference, and/or forum selection provisions, then those provisions shall govern the resolution of any dispute or claim that arises between you and us regarding this Agreement, any Service, your accounts, any transaction or entry in or regarding your accounts, or any indemnity obligation. In any event, to the maximum extent permitted by law, you hereby waive any right to trial by jury in any action between you and us.

24. ASSIGNMENT. We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent, and any attempted assignment without the necessary consent shall be void.

25. COURIERS. If arrangements are made to transfer items, funds or other property between you and us or our designated agent by means of a messenger, courier or armored carrier (collectively, “*Messenger*”), you agree that: (a) the Messenger will be deemed to be your agent, and not our agent; (b) you will assume all risk of loss of, or damage to, the property while it is in transit; (c) property will not be deemed to be received by us until we provide a receipt for it at our office (or at such other location as we designate); and (d) the property will be deemed to be delivered to you when we give it to the Messenger. We make no warranty or representation regarding any Messenger. Our confirmation of the receipt of any bag or container shall not be considered a confirmation of its contents. All contents are subject to later verification by us. You understand that local traffic conditions and other circumstances may affect the time of shipments and that the Messenger may abandon or delay any scheduled shipment if it observes suspicious circumstances at your location.

26. CUTOFF TIME AND BUSINESS DAYS. Some of our Services are subject to a processing Cutoff Time. Information on the Cutoff Time for each Service can be found in certain Specifications and is available from Customer Service. Instructions, information, shipments or deliveries received after the Cutoff Time or on a day other than a Business Day may be deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

27. DEFINITIONS. In addition to the other terms defined elsewhere in this Agreement, the following terms shall have the meanings indicated:

Access Credentials means identification numbers, passwords, tokens and/or other means of identification and authentication provided for you to access Services.

Administrator means any individual that you appoint an individual for certain Services with the authority to determine and designate who can act as Authorized Users.

Authorized User means any of the individuals you designate, either in the Specifications or through your Administrator with authority to access and/or use the Services on your behalf.

Business Day means any calendar day that we are open for conducting substantially all of our business, excluding Saturdays, Sundays or federal or state holidays.

Cutoff Time for any Service means the time we have established, in the Specifications or otherwise, for receipt of instructions, requests, transactions or deliveries for that Service.

Data Collection Agency means a third party provider selected by us or by you (depending on the Service involved) for delivering or receiving information.

Deposit Documents with respect to any of your accounts with us means the deposit account agreement(s), fee brochure(s) and other disclosure(s) we provide in connection with your accounts, as amended from time to time.

Specifications with respect to any Service means any and all applications, addenda to this Agreement, instructions, procedures, guidelines, manuals, or other documentation regarding the Service and any training we provide with respect to the Service.

28. ELECTRONIC MAIL/INTERNET. If you send us electronic mail (“*e-mail*”), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail (e.g., a request to wire funds). You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. We and our service providers assume no responsibility for viruses created by third parties, or for any third party’s unauthorized access to, or use of, your computer system. You should not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system, and you assume all risk of such e-mail being intercepted.

29. ENTIRE AGREEMENT. This Agreement incorporates, supplements, and supersedes where inconsistent the terms of your Deposit Documents. Unless we provide otherwise in writing, they constitute (along with any related Specifications) the entire agreement between you and us with respect to the Services.

30. FEES. You agree to pay us (and authorize us to charge your accounts for) the fees we establish for each of the Services (see our related fee schedules for details). If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service fees. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or any agreement with such third parties, and that you have any required authorization from such third parties for its use.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement and/or the equipment or software made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

31. FINANCIAL STATEMENTS. You agree to provide us with a current financial statement and other information regarding your financial condition upon our request.

32. FRAUD DETECTION AND PREVENTION INDEMNIFICATION. In recent years, the banking industry has experienced a significant increase in fraudulent account activity targeted towards it and its customers. To assist in protection of your Accounts against unauthorized access, we offer three means of protection delivered via Business Online Banking: (1) Information Reporting and (2) Positive Pay and (3) ACH Filter (“Fraud Protection Services”). These services allow you to identify counterfeit, fraudulent or forged checks and unauthorized ACH debits on your Accounts.

With Information Reporting you may manually review items and decide whether or not they are legitimate. Positive Pay and ACH Filter automates the process and is particularly convenient for customers that issue a substantial amount of checks and receive a larger number of ACH debits.

Your failure to use the Fraud Protection Services may result in exposure to losses which otherwise may have been avoided. Accordingly, if you do not use these services, or do not instruct us to return unauthorized items prior to our daily deadline, you will be deemed to have agreed that, to the greatest extent permitted by law:

(a) We will not be liable to you for any damages, 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 (i) 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 (ii) the acceptance of an ACH debit that is unauthorized or fraudulent, which could have been prevented with the use of the Information Reporting, Positive Pay or ACH Filter Service; and

(b) In addition to the other indemnity provisions set forth in this Agreement, you will indemnify, defend and hold us harmless from and against any Losses paid, suffered or incurred by you which arise directly or indirectly out of or in connection with (i) 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 (ii) the acceptance of an ACH debit that is unauthorized or fraudulent, which could have been prevented with the use of the Information Reporting, Positive Pay or ACH Filter Services.

33. GOVERNING LAW/COMPLIANCE. This Agreement will be governed by and construed in accordance with the laws of the United States and, to the extent it is subject to state law, the laws of the state governing your Deposit Documents, without reference to its conflict of law provisions. You agree not to conduct any transactions that would violate the laws of any state or the United States, including the economic sanctions administered by the U.S. Treasury’s Office of Foreign Assets Control.

34. INDEMNIFICATION AND RELEASE. In addition to the other indemnity provisions set forth in this Agreement, you agree to release and indemnify, defend and hold harmless us, our parent company, affiliates, and subsidiaries, and our respective directors, officers, employees and agents, from and against every claim, damage, loss, liability and cost (including without limitation attorney’s fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions, the terms of this Agreement, or instructions purporting to come from you that are accompanied by your Access Credentials; (b) the actions or omissions of you, your agents or employees; (c) any warranty that we are required or deemed to make to a third party in connection with your transactions, provided we act in compliance with this Agreement; (d) your use or distribution of any equipment or software made available to you through a Service that is inconsistent with the license or sublicense that you receive; (e) your failure to comply with NACHA Rules, applicable law, or the

rules of any Disbursing Bank, clearing house or payment organization that processes your transactions; or (f) your Internal Security Breaches or Internal Security Losses. This provision shall survive the termination of this Agreement.

35. INFORMATION PROCESSING AND REPORTING. We offer a number of Services that require us to receive process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you, your agents or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunications failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

36. LIMITATION OF LIABILITY. Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability to the extent that it arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control (including, but not limited to, your Internal Security Breaches or the interception, corruption and/or modification of instructions that you send to us); (b) your negligence, misconduct or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown or transmission error in any third party computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) losses for which we are not liable by law, NACHA Rules or other clearinghouse rules, or for which you have agreed to indemnify or release us; (k) losses for which you fail to give us timely notice; or (l) your failure to follow any applicable equipment or software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your Deposit Documents.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we have been informed or are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our failure to transmit funds in the correct amount or to the correct beneficiary listed in your funds transfer Orders shall not exceed the direct money damages that you incur as a result of the failure (e.g., the amount of a wire transfer that is sent to the wrong party, or the amount by which a transfer exceeds the amount you authorized, plus interest as permitted by law). In all other cases, our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of (i) six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss, or (ii) \$20,000. We shall not be liable for any punitive damages.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services. You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

37. YOUR DUTIES TO NOTIFY US; MEANS OF NOTICE BETWEEN US. You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any Access Credential; or (d) other problems related to the Services. You must deliver us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within such reasonable time, you agree that, in addition to any other limitations on our liability: (1) in the case of an

erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), which result from your failure to give us such notice or which might have been prevented by your giving us such notice; and (2) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest which results from your failure to give us such notice or which might have been prevented by your giving us such notice. If we have received payment from you with respect to a funds transfer requested in your name, and if you believe that the funds transfer was unauthorized or erroneous, then to the maximum extent permitted by law you are precluded from asserting any objection to us retaining that payment unless you have notified us of your objection within 90 days of our (i) notifying you of that transfer, or (ii) providing you a statement reflecting that transfer, whichever is earlier. In addition, with respect to ACH payments from your account, to the maximum extent permitted by law, we are not liable for an erroneous or unauthorized ACH entry that we did not cause unless (A) you notify us (which may be oral with prompt written confirmation of the relevant facts) before that entry actually settles (generally 1 or 2 Business Days after the entry was posted to your account), or (B) we are otherwise able without bringing suit to effect a reversal of that settlement under the applicable ACH system rules.

You agree to provide us with at least 30 days advance notice of: (a) any material (20% or greater) change in your ownership; (b) any material change in the type, scope or nature of your business; or (c) any anticipated (20% or greater) increase in the amount or volume of your ACH transactions (if applicable) over the preceding calendar quarter.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, e-mail or mailing address shown for you in our deposit or Service records, or (for online Services) by posting the notice at our website. Notice of a transaction to an online account is also given if posted to and viewable by you on that account.

Notices sent to you by email, if properly addressed, will be deemed given to you when sent, even if they are blocked or rejected by your computer. You agree to provide us with written advance notice of any change in your address or email address. Notices to us must be delivered to:

The Commerce Bank of Washington

601 Union Street, Suite 3600

Seattle, Washington 98101

You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications in connection with the Services at any time.

38. RECORDS. Unless a different period is provided in this Agreement, you will retain and provide to us, upon request, all information necessary to remake or reconstruct any transaction, transmission, file or entry until ten business days following receipt by us of the transaction document, tape, file, entry, transmission, or other order affecting an account.

39. RELIANCE ON THIRD PARTIES. Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through a different party. In such situations, we will have no liability for the delay or unavailability of access. We will not be responsible for any services you receive from third party vendors.

40. RESERVE ACCOUNT. We may require that you establish and maintain a reserve account (“*Reserve Account*”) with us to cover your obligations under this Agreement. You grant us a security interest in the Reserve Account, including any current and future deposits to and renewals of the Reserve Account, for all obligations owing to us under this Agreement. The Reserve Account will only bear interest if it is opened by you and us as an interest-bearing account. You will deposit the amount that we designate in the Reserve Account within five days from our request.

If we determine that your reserves may not be sufficient to cover our risk for potential claims (e.g., based on factors such as the volume and amount of past or current returns/claims, your financial condition, the risk of new product offerings by you, fraud losses, substantial increases in the average number or amount of transactions, and other relevant circumstances), we may increase the amount of the required reserve by providing notice to you. If you fail or refuse to deposit sufficient reserves promptly upon our request, we may transfer funds to the Reserve Account from the proceeds of your deposits or from your other accounts with us. Your obligation to us under the Agreement will not be limited by the balance or existence of any reserve.

Upon the termination of this Agreement or any Service, we may require, and you shall promptly deposit, funds in the Reserve Account that we estimate may be needed to cover potential returns and claims that may arise after such termination. This provision shall survive the termination of this Agreement.

41. SECURITY INTEREST. You grant us a security interest in your accounts with us (other than fiduciary accounts maintained for the benefit of others) to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

42. TERMINATION. Either party may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate any Service or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of any Access Credential is compromised or we have reason to believe that there has been any other breach in the security of the Service; (c) we have reason to believe that an unauthorized or fraudulent transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination (e.g., the indemnification and record retention requirements); or (f) if we identify possible fraudulent or inappropriate activity or use of any Service by you or any other person.

43. THIRD PARTIES. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

44. TRANSACTION LIMITS/SAFEGUARDS. You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You will not allow anyone to initiate transactions on your behalf without proper supervision and adequate safeguards. You agree to review pending instructions prior to their submission to ensure that they are complete, accurate and properly authorized.

45. VALIDITY/WAIVERS/OVERDRAFTS. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect, and the invalid provision shall be modified in a way that most closely effectuates its intent in a valid and enforceable manner. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time. Our allowing overdrafts against your accounts, at any time or from time to time, will not obligate us to continue allowing overdrafts at a later date. We may discontinue permitting overdrafts at any time and without prior notice.

46. RESTRICTED TRANSACTIONS; INTERNET GAMBLING. You may not use any Service to process transactions restricted by Federal Reserve Regulation GG (12 C.F.R. Part 233). Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by themselves or others in unlawful Internet gambling. We have elected to not offer accounts to organizations that offer, sponsor or facilitate Internet gambling. As such, you agree not to use any account or Service to process Internet gambling transactions, whether or not permitted by law.