




Thank you for establishing your Business Membership Account with Center Parc Credit Union. Here at your credit union, we offer Business Online Banking, which offers a wide range of cash management services. Our online banking platform allows Administrators to delegate users and customize permissions that suit your business needs.

In addition, we have digital services such as Online Bill Pay, Mobile Banking, and Mobile Deposit that come with your account. We also offer optional services to help your business accelerate receivables, manage your payables, protect your business from fraud and more. The first step is to complete the application to access Business Online Banking.

Please see the following instructions on completing the Business Online Banking & Cash Management Application. When complete, please send to BusinessServices@mycenterparc.com. You may also give us a call at (800) 849-8431 and we will be happy to assist you.

For more information on free services and optional paid cash management services, please give us a call at (800) 849-8431 or visit our website at www.mycenterparc.com.

Business Online Banking & Cash Management Application Instructions:

Business Online Banking & Cash Management Application											
<p>REQUIRED: Select Services you are interested in.</p>	 Business Online Banking & Cash Management Application <i>Please check services you are applying for:</i> <input type="checkbox"/> Business Online Banking Access <input type="checkbox"/> Account Linking <input type="checkbox"/> Add/Update Administrator <input type="checkbox"/> ACH Origination Services <input type="checkbox"/> Online Wire Services <input type="checkbox"/> Remote Deposit Services										
<p>REQUIRED: Complete Company Information. If you already have a business online banking profile and would like the new account to be linked, complete information for the company of your existing online banking profile.</p>	<table border="1"> <thead> <tr> <th colspan="2">Company Information (Required)</th> </tr> </thead> <tbody> <tr> <td colspan="2"><small>If you are adding a new account(s) to your existing online profile, please enter the primary business profile information below and complete Online Account Linking Services section</small></td> </tr> <tr> <td>Company Name:</td> <td>Company TIN:</td> </tr> <tr> <td>Physical Address:</td> <td>Member Number:</td> </tr> <tr> <td>Company Phone #:</td> <td>Company E-mail:</td> </tr> </tbody> </table>	Company Information (Required)		<small>If you are adding a new account(s) to your existing online profile, please enter the primary business profile information below and complete Online Account Linking Services section</small>		Company Name:	Company TIN:	Physical Address:	Member Number:	Company Phone #:	Company E-mail:
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Company Phone #:	Company E-mail:										
<p>REQUIRED: Complete Primary Administrator Information. This must be an account owner or controlling party (decision maker of the business)</p>	<table border="1"> <thead> <tr> <th colspan="3">Primary Administrator (Required) <small>Must be Account Owner or Controlling Party</small></th> </tr> </thead> <tbody> <tr> <td>Name:</td> <td>Title:</td> <td>Cell Phone:</td> </tr> <tr> <td colspan="2">Address:</td> <td>E-mail Address:</td> </tr> </tbody> </table>	Primary Administrator (Required) <small>Must be Account Owner or Controlling Party</small>			Name:	Title:	Cell Phone:	Address:		E-mail Address:	
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Address:		E-mail Address:									

mycenterparc.com | info@mycenterparc.com | (800) 849-8431

This credit union is federally insured by the National Credit Union Administration.

<p>OPTIONAL: Secondary Administrators are optional.</p> <p>Note: Administrators have the ability to create delegated business users and customize user access, reset passwords, generate one-time tokens, just as the Primary Administrator does.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="background-color: #333; color: white; text-align: center;">Secondary Administrator</th> </tr> <tr> <td style="width: 33%;">Name:</td> <td style="width: 33%;">Title:</td> <td style="width: 33%;">Cell Phone:</td> </tr> <tr> <td colspan="2">Address:</td> <td>E-mail Address:</td> </tr> <tr> <th colspan="3" style="background-color: #333; color: white; text-align: center;">Secondary Administrator</th> </tr> <tr> <td>Name:</td> <td>Title:</td> <td>Cell Phone:</td> </tr> <tr> <td colspan="2">Address:</td> <td>E-mail Address:</td> </tr> </table>	Secondary Administrator			Name:	Title:	Cell Phone:	Address:		E-mail Address:	Secondary Administrator			Name:	Title:	Cell Phone:	Address:		E-mail Address:						
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<p>OPTIONAL: We offer optional Account Linking Services. This will bring all shares under the account into the same one online banking profile. Please complete the Business Name, Tax ID Number and Member Account Number for each business you would like to link.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="background-color: #333; color: white; text-align: center;">Online Account Linking Services</th> </tr> <tr> <td colspan="3" style="font-size: 8px;"> Important: ALL SHARES UNDER MEMBER ACCOUNT WILL BE LINKED AND THE PRIMARY ADMINISTRATOR WILL HAVE FULL ACCESS AND AUTHORITIES ON ALL ACCOUNT SHARES. Please read and sign the Online Account Linking Service Agreement (Schedule B of Business Online Banking & Cash Management Agreement). Accounts will not be linked until the agreement is signed. All linked accounts are bound by the Authorization, Consent and Security Agreements in this application, Online Linking Service Agreement, Master Cash Agreement, and all other agreements, schedules, terms and conditions for the services the leveraged by the business. Eligibility: Linked business accounts must have a common primary signer or controlling party who has full authority to act and transact on behalf of the business. Only one personal account may be linked, which must be owned by the Primary Administrator. This application must be signed by the Primary Administrator/Owner of all accounts listed below. Please contact our Treasury Management department if you are a third-party sender. <p style="text-align: center; font-size: 8px;">***PLEASE LEAVE THIS SECTION BLANK IF YOU ARE NOT INTERESTED IN ACCOUNT LINKING SERVICES***</p> </td> </tr> <tr> <td style="font-size: 8px;">Name of Account to be Linked:</td> <td style="font-size: 8px;">Tax ID Number:</td> <td style="font-size: 8px;">Member Account Number:</td> </tr> <tr> <td style="font-size: 8px;">Name of Account to be Linked:</td> <td style="font-size: 8px;">Tax ID Number:</td> <td style="font-size: 8px;">Member Account Number:</td> </tr> <tr> <td style="font-size: 8px;">Name of Account to be Linked:</td> <td style="font-size: 8px;">Tax ID Number:</td> <td style="font-size: 8px;">Member Account Number:</td> </tr> <tr> <td style="font-size: 8px;">Name of Account to be Linked:</td> <td style="font-size: 8px;">Tax ID Number:</td> <td style="font-size: 8px;">Member Account Number:</td> </tr> <tr> <td style="font-size: 8px;">Name of Account to be Linked:</td> <td style="font-size: 8px;">Tax ID Number:</td> <td style="font-size: 8px;">Member Account Number:</td> </tr> <tr> <td style="font-size: 8px;">Name of Account to be Linked:</td> <td style="font-size: 8px;">Tax ID Number:</td> <td style="font-size: 8px;">Member Account Number:</td> </tr> </table>	Online Account Linking Services			Important: ALL SHARES UNDER MEMBER ACCOUNT WILL BE LINKED AND THE PRIMARY ADMINISTRATOR WILL HAVE FULL ACCESS AND AUTHORITIES ON ALL ACCOUNT SHARES. Please read and sign the Online Account Linking Service Agreement (Schedule B of Business Online Banking & Cash Management Agreement) . Accounts will not be linked until the agreement is signed. All linked accounts are bound by the Authorization, Consent and Security Agreements in this application, Online Linking Service Agreement, Master Cash Agreement, and all other agreements, schedules, terms and conditions for the services the leveraged by the business. Eligibility: Linked business accounts must have a common primary signer or controlling party who has full authority to act and transact on behalf of the business. Only one personal account may be linked, which must be owned by the Primary Administrator. This application must be signed by the Primary Administrator/Owner of all accounts listed below. Please contact our Treasury Management department if you are a third-party sender. <p style="text-align: center; font-size: 8px;">***PLEASE LEAVE THIS SECTION BLANK IF YOU ARE NOT INTERESTED IN ACCOUNT LINKING SERVICES***</p>			Name of Account to be Linked:	Tax ID Number:	Member Account Number:	Name of Account to be Linked:	Tax ID Number:	Member Account Number:	Name of Account to be Linked:	Tax ID Number:	Member Account Number:	Name of Account to be Linked:	Tax ID Number:	Member Account Number:	Name of Account to be Linked:	Tax ID Number:	Member Account Number:	Name of Account to be Linked:	Tax ID Number:	Member Account Number:
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<p>DO NOT COMPLETE PAGES 2-3 If you've selected any interest in Cash Management/Treasury Management Services, a Treasury Management Specialist will reach out to discuss your preferences.</p>	<p style="color: red; text-align: center;">DO NOT COMPLETE PAGES 2-3</p> <p style="text-align: center;">A Treasury Management Consultant will reach out and complete a new application based off your preferences.</p>																								
<p>REQUIRED: Please read the Security Procedures, Authorization & Consent and sign at the bottom of page 4.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Authorized Signature:</td> <td style="width: 50%;">Printed Name:</td> </tr> <tr> <td>X</td> <td></td> </tr> <tr> <td>Date:</td> <td>Title/Position:</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Authorized Signature:	Printed Name:	X		Date:	Title/Position:																		
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<p>Business Online Banking and Cash Management Agreement</p>																									
<p>REQUIRED: Page 27: Exhibit A: Authorization for Online Banking and Cash Management Services After reading through the Business Online Banking & Cash Management Agreement, Please Sign Exhibit A.</p>	<p style="text-align: center;">27 Page</p> <p style="text-align: center;">EXHIBIT A</p> <p style="text-align: center;">Authorization for Online Banking and Cash Management Services</p> <p>Dated: _____</p> <p>Company's Legal Name _____</p> <p>Signature _____</p> <p>Print Name _____</p>																								
<p>OPTIONAL Page 28-29: Account Linking Service Agreement. If you've elected to leverage the Account Linking Service, please sign the bottom of page 29.</p>	<p style="text-align: center;">28 Page</p> <p style="text-align: center;">EXHIBIT B</p> <p style="text-align: center;">Account Linking Service Agreement</p> <p>Dated: _____</p> <p>Company's Legal Name _____</p> <p>Signature _____</p> <p>Print Name _____</p>																								



Business Online Banking & Cash Management Application

Please check services you are applying for:

- | | | |
|---|---|---|
| <input type="checkbox"/> Business Online Banking Access | <input type="checkbox"/> Account Linking | <input type="checkbox"/> Add/Update Administrator |
| <input type="checkbox"/> ACH Origination Services | <input type="checkbox"/> Online Wire Services | <input type="checkbox"/> Remote Deposit Services |

Company Information (Required)

If you are adding a new account(s) to your existing online profile, please enter the **primary business profile information** below and complete Online Account Linking Services section

Company Name:	Company TIN:
Physical Address:	Member Number:
Company Phone #:	Company E-mail:

Primary Administrator (Required)

Must be Account Owner or Controlling Party

Name:	Title:	Cell Phone:
Address:		E-mail Address:

Secondary Administrator

Name:	Title:	Cell Phone:
Address:		E-mail Address:

Secondary Administrator

Name:	Title:	Cell Phone:
Address:		E-mail Address:

Online Account Linking Services

Important: ALL SHARES UNDER MEMBER ACCOUNT WILL BE LINKED AND THE PRIMARY ADMINISTRATOR WILL HAVE FULL ACCESS AND AUTHORITIES ON ALL ACCOUNT SHARES.

Please read and sign the **Online Account Linking Service Agreement (Schedule B of Business Online Banking & Cash Management Agreement)**. Accounts will not be linked until the agreement is signed. All linked accounts are bound by the Authorization, Consent and Security Agreements in this application, Online Linking Service Agreement, Master Cash Agreement, and all other agreements, schedules, terms and conditions for the services leveraged by the business

Eligibility: Linked business accounts must have a common primary signer or controlling party who has full authority to act and transact on behalf of the business. Only one personal account may be linked, which must be owned by the Primary Administrator. **This application must be signed by the Primary Administrator/Owner of all accounts listed below.** Please contact our Treasury Management department if you are a third-party sender.

*****PLEASE LEAVE THIS SECTION BLANK IF YOU ARE NOT INTERESTED IN ACCOUNT LINKING SERVICES*****

Name of Account to be Linked:	Tax ID Number:	Member Account Number:
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ACH Origination Services

Important: ACH Origination Services is an optional service to originate ACH via Business Online Banking. Additional service fees apply. Please read and sign the **ACH Origination Schedule**. All necessary forms and ACH approval are required before setting up services.

Note: This section is **not** for ACH credit card payments where you submit your routing & account information through 3rd party websites. All Businesses and accounts listed above will be bound by Business Online Banking Cash Management Agreement and all Authorizations, Consents Security Agreements in this application, Business Online Banking & Master Treasury Agreement, Wire Origination Schedule and all other agreements schedules, disclosures, terms and conditions for services leveraged by the business(es)/companies listed on any page of this application.

*****PLEASE LEAVE SECTION BLANK IF YOU ARE NOT INTERESTED IN ACH ORIGINATION SERVICES*****

Do you currently originate ACH Transactions? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you plan to initiate ACH credits ? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, please list the purpose(s)
Do you plan to initiate ACH debits ? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, please list the purpose(s)
Do you plan to initiate transactions on behalf of another company owned by the same principal? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, ACH Origination Schedule must be signed for each entity.
Do you plan to initiate transactions on behalf of another company as a Third-Party Sender? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please contact to the treasury management department for additional instructions.

Expected ACH Transaction Activity and Volume

Type of ACH Transaction	Daily Volume	Monthly Volume
Consumer Credits (Payroll, Bonus)	\$	\$
Consumer Debits (Dues, Payments, Fees)	\$	\$
Corporate Credits (Business to Business)	\$	\$
Corporate Debits (Business to Business)	\$	\$
Total Volume	\$	\$

Business Accounts to Applying for ACH Origination Services

Business Name:	Account Type: (i.e. Checking/Savings/MMA)	Account Number-Share ID: Format: #####-##
Business TIN:	Requested <u>Daily</u> Limit:	Requested <u>Monthly</u> Limit:
Business Name:	Account Type:	Account Number-Share ID:
Business TIN:	Requested <u>Daily</u> Limit:	Requested <u>Monthly</u> Limit:
Business Name:	Account Type:	Account Number-Share ID:
Business TIN:	Requested <u>Daily</u> Limit:	Requested <u>Monthly</u> Limit:
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Business TIN:	Requested <u>Daily</u> Limit:	Requested <u>Monthly</u> Limit:
	TOTAL <u>Daily</u> Limit Requested:	TOTAL <u>Monthly</u> Limit Requested:

Online Wire Services

Important: Wire Origination Services is an optional service to originate Wire via Business Online Banking. Additional service fees apply. Please read and sign the **Wire Origination Schedule**. All necessary forms and approval are required before setting up services.
 All Businesses and accounts listed above will be bound by Business Online Banking Cash Management Agreement and all Authorizations, Consents and Security Agreements in this application, Business Online Banking & Master Treasury Agreement, Wire Origination Schedule and all other agreements, schedules, disclosures, terms and conditions for services leveraged by the business(es)/companies listed on any page of this application.
*****PLEASE LEAVE SECTION BLANK IF YOU ARE NOT INTERESTED IN WIRE ORIGINATION SERVICES*****

Purpose(s) for Wire Capabilities	How often will you send wire transfers?
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What percentage of your Wire Transfers will be repetitive? (Same beneficiary with varying amounts)

Business Accounts to Applying for Wire Origination Services

Business Name:	Account Type:	Domestic Wires: Request Daily Limit: _____ Request Monthly Limit: _____	International Wires: Request Daily Limit: _____ Request Monthly Limit: _____
Business TIN:	Account Number:		
Business Name:	Account Type:	Domestic Wires: Request Daily Limit: _____ Request Monthly Limit: _____	International Wires: Request Daily Limit: _____ Request Monthly Limit: _____
Business TIN:	Account Number:		
Business Name:	Account Type:	Domestic Wires: Request Daily Limit: _____ Request Monthly Limit: _____	International Wires: Request Daily Limit: _____ Request Monthly Limit: _____
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Business TIN:	Account Number:		
Business Name:	Account Type:	Domestic Wires: Request Daily Limit: _____ Request Monthly Limit: _____	International Wires: Request Daily Limit: _____ Request Monthly Limit: _____
Business TIN:	Account Number:		
		TOTAL <u>Monthly</u> Limit Requested:	TOTAL <u>Monthly</u> Limit Requested:

Remote Deposit Capture

Please select the type of Remote Deposit Capture Service you are interested in.

Mobile Deposit (Standard) – Free Service. Self-Service registration via mobile application. ****Do not complete this section****

Remote Deposit (Mobile Plus or Desktop) – Please complete the sections below. Additional fees may apply.

Important: Remote Deposit Services is an optional service to deposit check items electronically. Additional fees may apply. Please read and sign the **Remote Deposit Schedule**. All necessary forms and approval are required before setting up services.

All Businesses and accounts listed below will be bound by Business Online Banking Cash Management Agreement, Remote Deposit Schedule, Deposit Disclosures and all Authorizations, Consents and Security Agreements in this application, Remote Deposit Schedule and all other agreements, schedules, disclosures, terms and conditions for services leveraged by the business(es)/companies listed on any page of this application.

Expected Activity	Per Item	Daily Average	Monthly Average
Expected # of Checks:	#	#	#
Expected \$ volume of Checks:	\$	\$	\$

Business Accounts to Applying for Remote Deposit Services

Business Name:	Account Type:	Account Number/Share ID:
Business TIN:	Requested <u>Daily</u> Limit:	Requested <u>Monthly</u> Limit:
Business Name:	Account Type:	Account Number/Share ID:
Business TIN:	Requested <u>Daily</u> Limit:	Requested <u>Monthly</u> Limit:
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Security Procedures

Your Business Wire (online banking) and ACH entry protection are important to us. Because of this importance, Center Parc offers numerous security procedures to protect your online banking and ACH/Wire transfers, in addition to the Security Procedure Provisions in the Business Online Banking & Master Cash Agreement. This is especially important given the current levels of online banking fraud. You and your business understand and agree that the authenticity of any ACH transaction or Wire transmitted to Center Parc will be verified pursuant to the following security procedures:

- 1) Dual control- Dual control requires two employees or authorized individuals to approve an ACH transaction or Wire transfer.
- 2) Dedicated Computer- your company selects a computer or authorized device to be used solely for the execution of financial transactions. This dedicated computer has limited user access and limited use for financial transactions.
- 3) Payment Activity Review- Center Parc will monitor the Wire and ACH transactions to see if they comply with transactions that are in the normal course and scope of your business' transactions.
- 4) Daily Transfer Limits: The credit union will limit the amount of funds your business can transfer through wire or ACH based off approved limits requested on this application. Additionally, the credit union offers the ability for the business to set limits for employees to draft or approve ACH or Wires.
- 5) Soft tokens- This is a software program that provides a security token and technique that offers two factor authentication based on a passcode or Personal Identification Number (PIN) which is used to authorize a transaction or use of a particular service.
- 6) E-Mail verification- E-mail verification entails Center Parc sending designated individuals at the business an email confirming that wire or ACH has been initiated and to verify that this initiation of transfer is valid.
- 7) Process calendar- limits dates and times when wire and ACH transfers can take place.
- 8) Malware Protection Software: Center Parc warrants that the business has up to date virus/malware software installed and running on the computer or device being used to conduct financial transactions.

If the Business fails to meet these Security Procedures, the Business acknowledges that Center Parc first offered security procedures that reflect "risk-based processes and procedures reasonably intended to identify fraudulent entries," consistent with applicable NACHA requirements. The Business assumes responsibility for any resulting risk. The Business further warrants that it waives its ability to bring suit against Center Parc for violations of Article 4A of the Uniform Commercial Code. By failing to adopt these risk-based Security Procedures, the Business agrees to hold Center Parc harmless for any erroneous or fraudulent wire or ACH transfers. Additionally, Center Parc Credit Union may refuse to accept any request for wire or ACH transfers initiated by the Business and may discontinue services should the Business reject these Security Procedures.

AUTHORIZATION AND CONSENT

I, the undersigned, do hereby acknowledge that I am authorized to bind the company, group, association or organization listed on page one of this application and that all the statements contained in this form and in other documentation submitted in support of this application are true and correct.

I understand that an Center Parc Officer must approve this application before access to Cash Management Services will be given. The approval is based on the information provided on this application and additional financial information may be requested by the credit union to complete the underwriting process. This process may take up to fifteen (15) business days.

By signing below, you agree that Center Parc may obtain a credit report and other reference information by any necessary means, including information obtained from a Reporting Agency or similar reporting service provider to determine proof of income, credit worthiness, assets or other measure as it deems reasonably necessary or appropriate. In some cases, Center Parc will request the support of fiscal financial statements, including a balance sheet, bank statements, profit and loss statements, and a reconciliation of surplus.

You further agree to be bound by and abide by the terms of the Security Agreement, Cash Management Agreement, Online Account Linking Agreement, ACH Origination Services Schedule, Wire Transfer Service Schedule, and/or the Remote Deposit Capture Schedule, or as applicable.

Authorized
Signature:

X

Printed Name:

Date:

Title/Position:

For Credit Union Use Only

Approval/Review Requirements

	Business Online Banking	Change/Update Administrators	Account Linking Services	ACH Origination Services	Wire Origination Services	Remote Deposit Services
Business Banking Review	X	X	X	X	X	X
Credit Analyst / Officer Review				X		

Business Banking Review (For Treasury management Services Only)

Existing Member New to Credit Union

Average Daily Balance for total Relationship/Membership:

NSF History:

Other Remarks:

Approvals

This application is approved for the following services:

- Business Online Banking
- Change/Update Administrators
- Account Linking Services
- Wire Origination Services
- Remote Deposit Capture
- ACH Services

Business Banking Review / Treasury Management Review:

Signature: X	Name:
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Date:	Title:
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Credit Analyst / Officer Approval (for ACH Services Only)

Signature: X	Name:
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Date:	Title:
-------	--------

Approved Total Exposure- Daily: \$ _____
Monthly: \$ _____

THIS SPACE LEFT INTENTIONALLY BLANK

CENTER PARC CREDIT UNION
BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT

The following information represents the Business Online Banking and Master Cash Management Agreement between you and Center Parc Credit Union (“Financial Institution,” “we,” “our,” “ours”). This Master Agreement, including, as applicable, any related Authorization Form, the signature card, rate and fee schedule, and any applicable Product Schedule and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this “Master Agreement”), sets forth the terms and conditions governing the provision of Online Banking and Cash Management Services to you or anyone authorized by you (collectively, “Customer,” “you,” “your,” “yours”) and describes your and our rights, responsibilities and obligations. The Authorization Form for Online Banking and Cash Management Services is attached hereto as Exhibit “A” and is made an integral part of this Master Agreement. By completing and signing the Authorization Form, and/or using one or more of the Services, Customer agrees to, and shall be bound by, the terms, conditions and provisions in this Master Agreement, including those for each Service the Customer has selected. Financial Institution, in its sole discretion, may not permit Customer to use the Service until Financial Institution has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Financial Institution has had a reasonable opportunity to review the Authorization Form and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer’s acceptance of and agreement to Financial Institution’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any applicable Product Schedule or otherwise prescribed by Financial Institution. In the event of a conflict between the terms of this Master Agreement and those of any Authorization Form, or Product Schedule, the terms of the Authorization Form, or Product Schedule as applicable, shall govern and control with respect to the Service at issue. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Financial Institution, intending to be legally bound, do hereby agree as follows:

1. Definitions.

The following terms and definitions apply when used in this Master Agreement.

- 1.1. “Access Device” means access equipment, including but not limited to a personal computer or a Mobile Device that meets the requirements for use of the Service.
- 1.2. “Access Device System” means all software, hardware, Access Devices or other equipment necessary to access the Services.
- 1.3. “Account” or “Accounts” means one or more checking, savings, money market deposit or loan account that you have with us.
- 1.4. "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- 1.5. "Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.
- 1.6. “Authorization Form” means the Authorization for Online Banking and Cash Management Services form attached hereto as Exhibit “A.”
- 1.7. "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.

- 1.8. "Bill Payment Service" means our service available through Online Banking that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via an Access Device.
- 1.9. "Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.
- 1.10. "Biometric Logon" means an authentication method to assist in verifying your identity through collecting your unique facial or fingerprint image (image capture) or your voice characteristics (audio capture).
- 1.11. "Business Day(s)" means 8:30 a.m. to 5:00 p.m. Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- 1.12. "Deposit Account Agreement" has the meaning provided in Section 10.7.
- 1.13. "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- 1.14. "Funds Transfer" or "Transfer" means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.
- 1.15. "Mobile Device" means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.
- 1.16. "Online Banking" or "Service" means the service(s) described in this Master Agreement.
- 1.17. "Password" means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- 1.18. "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- 1.19. "PC" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.
- 1.20. "Product Schedule" refers to a separate agreement for certain cash management services offered by Financial Institution.
- 1.21. "Transfer" means a transfer of funds, initiated through Online Business Services, from one eligible account to another.
- 1.22. "Transfer Day" means Monday - Friday, to 3:00 p.m., Eastern Time (Standard or Daylight). Holidays are not included.

Other definitions may be set forth elsewhere in this Master Agreement.

2. Setup and Use of Online Access Services.

2.1. Eligibility.

To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with us. If you have more than one Account, you will have access through the Service to the Accounts you specify on the Authorization Form. If you specify more than one Account on the Authorization Form, we will "link" the Accounts together. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. Financial Institution may un-link any Account with or without notice in its

sole discretion. You must designate a Username and Password which will be required to gain access to the Service. Prior to your first use of Online Banking, the Financial Institution will assign you a User Name and Password, Biometric Logon, and/or other means of authentication approved by Financial Institution (collectively referred to as the “Access Code(s)”), required to gain access to Online Banking. The Online Banking system will ask you to change your Password the first time that you use the system.

“Eligible Accounts” include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

2.2. Security Procedure.

The use of the Access Code, in addition to other authentication methods described below, is a security procedure established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

You agree to comply with the “Security Procedures” and any other Security Procedures Financial Institution directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any Access Code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Device(s)”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with Financial Institution, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

2.2.1. You agree to appoint and designate an administrator (the “Administrator”) who will be authorized and responsible for creating and maintaining subsequent User Ids, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service, (“Business User”) and providing new and subsequent Security Devices to those Users. Financial Institution will provide. Customer’s designated Administrator with a User ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer will be required to use the Security Device each time it accesses the Services. Customer

acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of Customer to electronically accept and approve any and all agreements and amendments to agreements by and between Financial Institution and Customer, including but not limited to this Master Agreement. You agree to use caution when providing additional “Business Users” access and “User Authorities/Permissions”. Furthermore, you understand and agree that Center Parc Credit Union will not be held liable for any harm or losses due to transactions initiated or approved by “Business Users” or “Administrators” authorized by the business.

- 2.2.2.** You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney’s fees, caused by you, your employees’, or agents’ failure to keep the Security procedures or Security Device confidential and secure.
- 2.2.3.** You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.
- 2.2.4.** We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

2.3. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Master Agreement or any applicable Product Schedule for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Financial Institution may change the terms and conditions of this Master Agreement or any applicable Product Schedule from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Section 9.10. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.

2.4. Equipment Requirements.

In order to use the Services, you must first obtain your own personal Access Device with Internet connection capability and related equipment (the “Hardware”). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Also recommended is an internet connection speed of Cable, DSL, T1 or higher, Microsoft Internet Explorer® Version 11.0 or higher (for Windows), Mozilla Firefox® Version 57 64-Bit0 or higher (for Windows) or Apple Safari® Version 10.0 or higher (for Mac OS). Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Access Device. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Financial Institution may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training. All rights, title and interest in and to (a) any and all software, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, “Software”), and (b) any and all users guides, instructions and other documentation provided to, or used by, you in connection with the Services (everything in this clause (b) collectively, the “Documentation”) shall be, and remain, the property of Financial Institution or any third party Software provider, as applicable. Unless otherwise expressly authorized, you may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

3. Business Online Access Services.

3.1. Available Services.

Business Customers may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances.
4. Review recent transactions on your Accounts.
5. Transfer money to make loan payments.
6. Transfer money from Line of Credit to transactional accounts.
7. Communicate directly with Financial Institution via the Online Banking secure message center.
8. Download account information in various formats.
9. Issue stop payment orders.
10. View check images.
11. Order checks.
12. Use the Bill Payment Service.
13. * Originate ACH entries.
14. *Subscribe to and use Positive Pay Services.
15. *Subscribe to and use Lockbox Services.
16. *Make Wire Transfers.
17. * Positive Pay and Account Reconciliation Services
18. Utilize other services made available by Financial Institution from time to time

These activities are limited to the extent noted herein and, in the agreements, governing your various accounts with us.

*You must execute the applicable Product Schedules to use these services.

3.2. Additional Services.

Additional services may be included in an update to this Master Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at www.mycenterparc.com. Not all of the products or services described on the Financial Institution's website are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Master Agreement or separate agreements covering these services.

3.3. Restrictions; Limits.

In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

3.4. Vendor.

You acknowledge and agree that the Service can be provided by an independent third party service provider ("Vendor") as selected by Financial Institution, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Financial Institution. Neither the Financial Institution nor the Vendor is responsible for the actions or omissions of the other.

We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

4. Other Services and Additional Information.

4.1. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

4.2. Processing Fund Transfers.

We can process a Transfer until 3:00 p.m. EST (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.

4.3. Canceling Transfers or Payments.

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don’t receive your instruction to cancel a transaction before that time, we may process the transaction.

4.4. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per month. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each calendar month. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

4.5. E-Mails.

The Financial Institution will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Financial Institution immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Financial Institution immediately by calling the Online Banking Department (see Section 10.6). The Financial Institution will not take actions based on your e-mail requests until the Financial Institution actually receives your message and has a reasonable opportunity to act.

4.6. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

Additionally, we will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. In this situation, when the hold ends, the funds held will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed.

4.7. Bill Payment Service.

4.7.1. You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Financial Institution reserves

the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc.

Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

- 4.7.2.** You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling a Payment for the current day it must be initiated prior to 3:00 p.m. EST. Changes to previously scheduled Payments must be made before 3:00 p.m. EST the Business Day before the day it is to be initiated. If the transaction shows an (IN PROCESS) status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Financial Institution only initiates on Business Days. Funds must be available in your Account on the scheduled payment date. After funds are withdrawn from your Account to make a Payment, we may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your account on the same Business Day for Electronic Payments. Payments made by check will be deducted from your Account when the check clears your account. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by check.

When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, verify information about your account. The Bill Payment service may provide a calendar feature that estimates the expected date of delivery of a scheduled Payment. This feature is an estimate only and not a guarantee of Payment delivery on that date. You should schedule a Payment to a new Payee at least ten (10) Business Days before any Payment due date, to allow us time to set up the Payee and verify information about your account with the Payee. Financial Institution is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. Financial Institution may, in its sole discretion, establish maximum payment amounts and aggregate daily limits. Electronic Payments are subject to the availability of sufficient funds in the designated checking account. However, Financial Institution reserves the right to impose limits at some future date, with proper written notice. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled Bill Payment transactions to the Payee will occur on the basis of the account number, even if it identifies a person other than the named Payee.

For all subsequent Payments, you agree to allow at least three (3) Business Days for electronic payments and at least ten (10) Business Days for check payments between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you schedule your Payment and follow all instructions provided, and the Payment is not received by the Payee in a timely manner, a representative of Financial Institution will work with the Payee on your behalf to have any late fees or charges reversed.

When you schedule a Bill Payment that will be made by check, you authorize us to issue a check drawn on your qualified designated checking account for the requested amount. If sufficient funds are not available in your designated account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

- 4.7.3.** If Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the date the transfer or Payment is attempted or scheduled to be made, the Transfer or Payment will be canceled and no further attempt will be made by Financial Institution to make the Transfer or Payment. Financial Institution shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only the Payment currently scheduled will be canceled. Recurring Payments schedule for future dates will not be affected.
- 4.7.4.** Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a “one-time Payment.” One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed 3 Business Day before the current transaction date.

A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check on the day such check is scheduled for final payment. Times may vary.

There is no fee for deleting a Payment initiated through Bill Payment; however, a fee will apply for a stop on a Bill Payment check.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.

- 4.7.5.** If you do not schedule or process a Payment via the Bill Payment Service for any three (3) month period, we may terminate your Bill Payment Service. If you close your Bill Payment Account, or if we terminate your Bill Payment Service, your online bill payment information will be lost and all pending payments will be cancelled. If you decide to terminate the Bill Payment Service, you agree to cancel all future bill payments at the same time that you cancel your Bill Payment Service, either by deleting those payments yourself using the Bill Payment Service or by calling us. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all one-time Payments and all Recurring Payments) once your Bill Payment Service has been terminated. Termination of the Bill Payment Service will not automatically close your Accounts and will not affect your obligations arising from past Bill Payment transactions.

4.8. Mobile Banking

- 4.8.1.** The Mobile Banking Service is similar to Online Banking Service and refers generally to any service allowing an existing customer to access and view Accounts from a web-enabled mobile phone or device (“Mobile Device”) whose network allows secure SSL traffic and supports WAP browsers. We do not guarantee the functionality of the Service on all wireless devices or networks; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows you to view transaction history, view Account balances, view account transaction history, transfer funds between Accounts, pay bills to payees, view alerts, and if you have selected the Mobile Remote Deposit (or Remote Deposit) Service, remotely make deposits. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account. We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the

Mobile Device used with our Services. From time to time, we may develop additional mobile banking services. As we develop such services, you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.

- 4.8.2.** To use the Service, you must have an open account at the Financial Institution, register for Online Banking Services, and have a compatible Mobile Device. During the registration process, you will enter your mobile phone number as well as other information we require to authenticate your identity. You will be provided with further instructions on how to access the Service using a software application (“App”) or the browser on your Mobile Device. During this registration process, you will be required to provide your Online Banking Service identification credentials (“Access Code”) that you must use each time you access the Service.
- 4.8.3.** In addition to other Security Procedures provided for in this Agreement, the use of the Access Code, your Mobile Device, and Biometric Logon are security procedure established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. Biometric Logon is an authentication method to assist in verifying your identity. It collects your facial or fingerprint (image capture), or your voice biometric (audio recording). The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code or your Biometric Logon will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Access Code, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. You are responsible for safeguarding the Access Codes, including your Biometric Logon, and your Mobile Device. Providing these Access Codes or Biometric Logon to another person effectively constitutes a grant of authority to access your accounts.
- 4.8.4.** Because the Mobile Banking Service is similar to Online Banking Service on a PC, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as an Access Device virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised, or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

4.9. Mobile Deposit Service.

- 4.9.1.** If you are enrolled in the Mobile Deposit Service and you have been approved by the Financial Institution to use the Service, the following terms and conditions are applicable to the Mobile Deposit Service. Your use of Financial Institution's Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. You acknowledge that e-mail and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current e-mail address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.
- 4.9.2.** The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("images") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated as an authorized signer or owner of an Account that is eligible for this Mobile Deposit Service or be designated by the Administrator and be approved by the Financial Institution.
- 4.9.3.** We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and monthly limits are over

Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Financial Institution (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. Financial Institution reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

- 4.9.4.** Upon acceptance of the Mobile Deposit, Financial Institution shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Financial Institution may hold funds for the period of time permitted by Financial Institution's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified.
- 4.9.5.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check that is transmitted to Financial Institution (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by Financial Institution's then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Financial Institution's prior express written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (f) are not acceptable to Financial Institution for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (f) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Financial Institution for, and hold Financial Institution harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Financial Institution may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Financial Institution's express written consent to do so, you provide Financial Institution with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Financial Institution for, and hold Financial Institution harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Financial Institution incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.
- 4.9.6.** Each image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying financial institution that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

- 4.9.7.** Endorsements must be made on the back of the Check and include (i) your signature, (ii) your account number and (iii) the following statement: "FOR MOBILE DEPOSIT ONLY."
- 4.9.8.** You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.
- 4.9.9.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Financial Institution on or before 3:00 p.m. EST or other cut-off time established by Financial Institution from time to time (the "Cut-Off Time") on a Business Day that the Financial Institution is open. A Mobile Deposit that is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Financial Institution. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Financial Institution has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive e-mail of such rejection from the Financial Institution. It is your responsibility to check notifications from the Financial Institution for any rejected submissions and contact the Financial Institution to address the reason for such rejection. You acknowledge and agree that Financial Institution shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Financial Institution shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Financial Institution. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.
- 4.9.10.** Original Checks. After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of ten (10) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper-based Item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify Financial Institution for, and hold Financial Institution harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Financial Institution upon request.
- 4.9.11.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Financial Institution, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Financial Institution until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Financial Institution shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other

methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

4.9.12. If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee financial institution, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and Financial Institution may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Financial Institution, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

4.9.13. Your Warranties. You make the following warranties and representations with respect to each image:

- Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
- Image Quality. Each Image transmitted by you to Financial Institution contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- Accuracy of Information. All data and other information submitted by you to Financial Institution, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
- No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Financial Institution, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Financial Institution, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- No Loss. No subsequent transferees of the Item(s), including but not limited to Financial Institution, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- Information. All information provided by you to Financial Institution is true, complete and accurate;
- Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

4.9.14. Indemnification and Liability; Third Party Claims. In addition to the other indemnities set forth in this Agreement, you hereby indemnify Financial Institution and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from:

(a) your (i) failure to report required changes, (ii) transmission of incorrect data to Financial Institution or (iii) failure to maintain compliance with the Rules, (b) (i) Financial Institution's provision of the Service, or (ii) Financial Institution's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Financial Institution to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify Financial Institution for any damages solely and proximately caused by Financial Institution's gross negligence or willful misconduct.

5. Limitations.

Your use of these Services is subject to the following limitations:

5.1. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payments can only be made with U.S. currency.

5.2. Frequency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

5.3. Foreign Transactions.

No Payments may be made to Payees outside the United States, unless the Customer has been specifically approved by the Financial Institution.

5.4. Additional Limitations.

Additional limitations may be contained in this Master Agreement or the applicable Product Schedule. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Financial Institution or by applicable law.

6. Parties' Responsibilities.

6.1. Your Responsibility.

6.1.1. Physical and Electronic Security.

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

6.1.1.2. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Financial Institution will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Financial Institution transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Financial Institution is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

6.1.1.3. In the event of a breach of the Security Procedure, you agree to assist Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution’s agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Financial Institution shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Financial Institution.

6.1.2. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your User Name or Password have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Section 10.6 between 8:30 a.m. to 5:00 p.m. EST during a Business Day.

6.1.3. Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Financial Institution. You must report all errors to the Financial Institution for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Financial Institution any claims arising from the error or any loss caused by the error.

6.1.4. Financial Information.

Financial Institution may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Master Agreement or any applicable Product Schedule. You agree to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. If you refuse to provide the requested financial information, or if Financial Institution concludes in its sole discretion that the credit risk of you is unacceptable, Financial Institution may terminate the Service according to the provisions hereof. You authorize Financial Institution to investigate or re-investigate at any time any information provided by you in

connection with this Master Agreement or any applicable Product Schedule or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

6.1.5. Deadlines.

You shall deliver or transmit all data or information to Financial Institution by the deadline(s) specified in this Master Agreement or any applicable Product Schedule and the Operating Instructions. Financial Institution shall have no obligation to process data or perform the Service if the data is not received by the Financial Institution by the specified deadline.

6.1.6. Payment for Services.

6.1.6.1. You agree to pay Financial Institution the fees established by Financial Institution for rendering the Services under the terms of this Master Agreement or any applicable Product Schedule. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use Online Banking.

6.1.6.2. The Financial Institution may change or add any fees for Online Banking by the procedures outlined in Section 9.10 for amending this Master Agreement. Fees charged for Online Banking under this Master Agreement are in addition to any service charges or fees that apply to your accounts with us.

6.1.6.3. You authorize the Financial Institution to deduct all applicable Monthly Fees from any Account listed on the Authorization Form. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, Financial Institution may set off against any amount it owes to you in order to obtain payment of your obligations under this Master Agreement or any applicable Product Schedule.

6.1.6.4. 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 Service, this Master Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Financial Institution). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

6.1.7. Required Deposit Balance.

You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Product Schedule establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.

6.1.8. Data and Information Supplied by You.

You shall transmit or deliver data and other information in the format and on the media as provided for in the Product Schedule and the Operating Instructions if applicable or as otherwise required by the Financial Institution in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Financial Institution shall not examine the data for correctness and the Financial Institution shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Financial Institution shall not process, and Financial Institution shall not be liable to you for failure to process, the data if it is not in the format specified by Financial Institution or if the data is incomplete. Financial Institution

shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Master Agreement or any applicable Product Schedule and the Operating Instructions.

6.1.9. Remotely Created Checks.

If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to Financial Institution that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

6.1.10. Use of Services.

You will use the Services only for your own internal business use in accordance with the terms of this Master Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, time-sharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E - ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

6.1.11. Prohibited Transactions.

You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Financial Institution Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Financial Institution has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Financial Institution reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Agreement.

6.1.12. Other Customer Requirements.

6.1.12.1. Beneficial Ownership Reporting and Certification. Customer represents and warrants to Financial Institution that the beneficial ownership (as that term is defined in the Anti-Money Laundering Act of 2020, Public Law No. 116-283, §6403) of Customer as identified in the Deposit Account opening process remains true and correct as of the date Customer enters into this Master Agreement or that Customer has provided Bank with written confirmation of the current beneficial ownership information. Further, Customer represents and warrants that Customer shall immediately notify Financial Institution in writing of any changes, and to complete any and all forms requested by Financial Institution, regarding a change in substantial control of Customer and/or any change of ownership or control of 25% or more of the ownership interests in Customer.

6.1.12.2. Data Security and Personally Identifiable Information. To the extent you come into possession, custody or control of any Personally Identifiable Information or other non-public information, including information (1) provided by a consumer to you, (2) resulting from any transaction with the consumer or any service performed for the consumer, or (3) otherwise obtained by you with regard to a consumer, including account information (collectively "PII"), you represent and warrant to Financial Institution and its Vendors that you will protect such PII by rendering it unreadable and inaccessible by persons who do not have legal authority to access such PII.

6.2. The Financial Institution's Responsibilities.

Financial Institution agrees to use ordinary care in rendering Services under this Master Agreement and any applicable Product Schedule. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Financial Institution may incur in collecting any sums you owe to Financial Institution for overdrafts, service charges or otherwise or in enforcing any rights Financial Institution may have under the terms of this Master Agreement and any applicable Product Schedule or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Financial Institution under this Master Agreement and any applicable Product Schedule. You also agree to pay all attorneys' fees, costs and expenses that Financial Institution may incur as the result of defending any claim or action made against Financial Institution by you, or on your behalf where Financial Institution is found not to be liable for such claim. In no event shall Financial Institution be liable to you for attorneys' fees incurred by you in any action brought by you against Financial Institution.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

- Access. We will not be liable under this Master Agreement or any applicable Product Schedule for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.
- Your Access Device Equipment & Your Software. We will not be responsible for any errors or failures from any malfunction of your Access Device or any virus or other problems related to your computer equipment used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, Access Device hardware and modem) to access or communicate with the Online Banking Services.
- Any Transaction or Instruction. We will not honor a request for a Transfer if:
 - (a) it exceeds your collected and available funds on deposit with the Financial Institution; (b) it is not in accordance with any condition indicated by you and agreed to by the Financial Institution; (c) the Financial Institution has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Master Agreement or any Financial Institution policy, procedure or practice; or, (g) it is for the protection of the Financial Institution or you, the Financial Institution has reasonable cause not to honor.

Privacy and Confidentiality.

6.3. Privacy/Information Sharing.

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our Financial

Institution locations.

6.4. Confidential Information.

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Financial Institution by you and your customers in connection with this Master Agreement and any applicable Product Schedule is confidential. Financial Institution shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Financial Institution shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Master Agreement and any applicable Product Schedule, or to any other party to which the Financial Institution may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Master Agreement and any applicable Product Schedule all information furnished to you by Financial Institution or by third parties from whom Financial Institution has secured the right to use the Service, including, but not limited to, Financial Institution's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Financial Institution, you shall promptly return such information to Financial Institution and not reveal such information to any other party and shall not make use of such information for your own benefit. Financial Institution and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Financial Institution in connection with this Master Agreement and any applicable Product Schedule or supplied or made available to you by Financial Institution are the exclusive property of Financial Institution, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Financial Institution. This clause shall survive the termination of this Master Agreement.

7. Termination.

7.1. Termination Upon Written Notice.

Either you or the Financial Institution may terminate this Master Agreement, any applicable Product Schedule, and your Online Banking subscription at any time upon giving at least five (5) days prior written notice of the termination to the other party. If you terminate Online Banking, you authorize the Financial Institution to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Financial Institution has had a reasonable opportunity to act upon your termination notice. Once the Financial Institution has acted upon your termination notice, the Financial Institution will make no further transfers from your accounts, including any transfers you have previously authorized. If the Financial Institution terminates your use of Online Banking, the Financial Institution reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

7.2. Immediate Termination.

Either party shall have the right to terminate this Master Agreement, any applicable Product Schedule, and your Online Banking subscription immediately by giving written notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party

to perform its obligations under this Master Agreement or any applicable Product Schedule, (v) fails to perform its obligations under this Master Agreement or any applicable Product Schedule or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading.

Notwithstanding the foregoing or Section 8.1, Financial Institution may immediately terminate this Master Agreement and/or any applicable Product Schedule without notice if, (a) you or we close your Account(s), or (b) in Financial Institution's sole discretion, Financial Institution determines that you have abused the Online Banking Service or Financial Institution believes that it will suffer a loss or other damage if the Master Agreement and/or applicable Product Schedule is not terminated.

7.3. Rights Cumulative.

Financial Institution's election to terminate this Master Agreement and/or any applicable Product Schedule is in addition to any and all other remedies that may be available to Financial Institution and will not affect any obligations you may have to Financial Institution. Any reinstatement of the Service under this Master Agreement and/or any applicable Product Schedule will be at Financial Institution's sole discretion and must be agreed upon in writing by an authorized representative of Financial Institution.

7.4. Rights/Duties Upon Termination.

Upon termination of this Master Agreement and/or any applicable Product Schedule, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within ten (10) business days after the later to occur of (i) termination of the Master Agreement and/or any applicable Product Schedule or (ii) the last date that such party receives any such property or rights.

Upon termination of this Master Agreement and/or any applicable Product Schedule, (i) you will promptly pay to Financial Institution all sums due or to become due under this Master Agreement and/or applicable Product Schedule, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

8. **Changes in Terms and other Amendments.**

The Financial Institution may amend the terms of this Master Agreement and any applicable Product Schedule alter, change, or modify the Services provided under the terms of this Master Agreement and any applicable Product Schedule (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Financial Institution and agreed to by the Financial Institution in writing.

9. **Other Provisions.**

9.1. Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with Financial Institution's Electronic Statement Delivery Authorization and Agreement.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 10.6.

9.2. Hours of Operation.

Our representatives are available to assist you from the hours of 8:30 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, except holidays, by calling the number provided in Section 10.6.

9.3. Ownership of Website.

The content, information and offers on our website are copyrighted by Financial Institution and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution's sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.

9.4. Web-linking Practices.

Financial Institution may provide access to information, products or services offered on other third party web sites. The Financial Institution is not responsible for, nor does control, the content, products, or services provided by linked sites. The Financial Institution does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third-party site may provide less security than the Financial Institution and have a privacy policy different than that of the Financial Institution. Your access, use and reliance upon such content, products or services is at your own risk.

9.5. Geographic Restrictions.

The Services described in this Master Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

9.6. Contact Information.

In case of questions about your electronic transactions contact customer service at:

Center Parc Credit Union
Attn: Business Services Department
400 Porsche Avenue
Atlanta, GA 30354
Phone: (404) 768-4126 or Toll-Free at (800) 849-8431
Fax: (404) 559-2622
Email: BusinessServices@mycenterparc.com

Customer shall provide its current contact information to Financial Institution on Exhibit A and Customer shall immediately notify Financial Institution if such contact information changes. Any notice provided to Customer by Financial Institution to the address on Exhibit A, as amended from time to time, or to the address for any of Customer's accounts with Financial Institution shall be deemed effective on the date such notice is sent by Financial Institution.

9.7. Deposit Account Agreement.

You acknowledge and agree that your demand deposit account maintained with Financial Institution is an integral part of the Services offered by Financial Institution and that all transactions and Services initiated or processed pursuant to this Master Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Financial Institution. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Master Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Financial Institution. If you have not signed the foregoing forms required by Financial Institution, by signing this Master Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Financial Institution.

9.8. Security Interest.

To secure the payment and performance of your obligations set forth herein and under any Service Agreement(s), you grant to Financial Institution a security interest in and pledges and assigns to Financial Institution all of your right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) All your monies, instruments, savings, checking and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Financial Institution's custody or control; (b) any other collateral described in any security instrument securing your obligations to Financial Institution under this Agreement or any other obligation of Third-Party to Financial Institution; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

9.9. Effective Dates.

The effective date of this Master Agreement and any applicable Product Schedule shall be the date upon which the Agreement is executed by you and accepted by Financial Institution.

9.10. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Financial Institution does not and cannot control the flow of data to or from Financial Institution's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability resulting from or related to such events and in no event shall Financial Institution be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Financial Institution's ability to connect to the Internet on your behalf.

9.11. Recording and Use of Communications.

Customer and Financial Institution agree that all telephone conversations or data transmissions between it or its agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Financial Institution shall not be obligated to make such recordings.

9.12. Limitation of Liability.

9.12.1. YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU

OF ANY SERVICE EVEN IF YOU, FINANCIAL INSTITUTION OR FINANCIAL INSTITUTION'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.12.2. TO THE FULLEST EXTENT ALLOWED BY LAW, FINANCIAL INSTITUTION'S LIABILITY TO YOU UNDER THIS MASTER AGREEMENT OR ANY APPLICABLE PRODUCT SCHEDULE SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM FINANCIAL INSTITUTION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL FINANCIAL INSTITUTION BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY FINANCIAL INSTITUTION DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

9.12.3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY FINANCIAL INSTITUTION ON AN "AS IS" BASIS.

9.12.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, FINANCIAL INSTITUTION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY FINANCIAL INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MASTER AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

9.12.5. FINANCIAL INSTITUTION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY ACCESS DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS DEVICE SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF FINANCIAL INSTITUTION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.12.6. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR ACCESS DEVICE HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY ACCESS DEVICE SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY FINANCIAL INSTITUTION TO YOU IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO FINANCIAL INSTITUTION OR FROM FINANCIAL INSTITUTION TO YOU. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR ACCESS DEVICE HARDWARE OR SOFTWARE.

9.13. Relationship of Parties.

Customer and Financial Institution acknowledge and agree that the relationship between Financial Institution and Customer is that of an independent contractor and that this Master Agreement does not establish or create

a general agency, joint venture, partnership, or employment relationship between them.

9.14. Force Majeure.

The Financial Institution shall not be responsible for any liability, loss, or damage resulting from Financial Institution's failure to perform any Service or to perform any other obligations under this Master Agreement and any applicable Product Schedule which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or Access Device failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Financial Institution's control.

9.15. Reimbursement.

Any reimbursement by Financial Institution for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

9.16. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any applicable Product Schedule, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Financial Institution, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Master Agreement and any applicable Product Schedule, including all losses and expenses incurred by Financial Institution arising out of your failure to report required changes, transmission of incorrect data to Financial Institution, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Financial Institution's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Financial Institution, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Master Agreement and any applicable Product Schedule, (ii) Financial Institution's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Financial Institution to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Master Agreement and any applicable Product Schedule, and/or (iv) your breach of applicable laws, rules or regulations.

9.17. ARBITRATION AND WAIVER OF JURY TRIAL.

YOU AND FINANCIAL INSTITUTION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND FINANCIAL INSTITUTION, OR BETWEEN YOU AND ANY OF FINANCIAL INSTITUTION'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIAL ARBITRATION RULES, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES; PROVIDED, HOWEVER, THAT TO THE EXTENT THE ARBITRATION RULES CONTAIN PROVISIONS REGARDING THE USE OF ANY CONSUMER ARBITRATION RULES, THE FORUM OF ANY SUCH ARBITRATION, THE ALLOCATION OF FEES FOR ANY SUCH ARBITRATION AND/OR ANY OTHER PROVISIONS CONTRARY TO THIS MASTER AGREEMENT, THOSE RULES ARE DELETED AND/OR EXPRESSLY SUPERSEDED BY THIS

MASTER AGREEMENT. TO THE EXTENT ANY AMBIGUITY EXISTS BETWEEN THE ARBITRATION RULES AND THIS MASTER AGREEMENT, THIS MASTER AGREEMENT SHALL CONTROL. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE. ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN THE STATE OF GEORGIA OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES.

9.18. Governing Law.

These terms and conditions of this Master Agreement and any applicable Product Schedule shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions and without regard to your state of residence.

9.19. Enforcement.

The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocatable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

9.20. Compliance with Laws, Rules, and Regulations.

You agree to comply with all existing and future instructions used by the Financial Institution for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("Nacha") and any other clearinghouse or other organization in which Financial Institution is a member or to which rules Financial Institution has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

9.21. Miscellaneous Provisions.

9.21.1. Headings. The headings and captions contained in this Master Agreement and any applicable Product Schedule are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any applicable Product Schedule or its interpretation, construction, or meaning.

9.21.2. Severability. The holding of any provision of this Master Agreement and any applicable Product Schedule as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement and any applicable Product Schedule, which shall remain in full force and effect.

9.21.3. Waiver. No waiver by the Financial Institution (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any applicable Product Schedule shall bind the Financial Institution to waive the same term, condition, or obligation again, nor shall any other

provision, condition, term, or obligation hereof be affected by such a waiver.

- 9.21.4. Binding Effect.** This Master Agreement and any applicable Product Schedule shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
- 9.21.5. Entire Agreement.** This Master Agreement and any applicable Product Schedule constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Master Agreement.
- 9.21.6. Transfers and Assignments.** You cannot transfer or assign any rights or obligations under this Master Agreement and any applicable Product Schedule without Financial Institution's written consent. The Financial Institution may assign its rights and delegate its duties under this Master Agreement and any applicable Product Schedule to a company affiliated with the Financial Institution or to any other party.

EXHIBIT A

Authorization for Online Banking and Cash Management Services

I am an authorized representative of the organization specified below (“Company”). Company has received the Business Online Banking Master Cash Management Agreement (“Master Agreement”) and agree to adhere to the Master Agreement and any applicable Product Schedules, Fee Schedules, or User Guides from *Center Parc Credit Union* (“Financial Institution”). Capitalized terms used in this Authorization Form, not otherwise defined, have the meanings given to them in the Master Agreement.

After I sign below on behalf of the Company, the Company may from time-to-time request the Financial Institution to provide any of the Services described in the Master Agreement. Company may begin to use any such Service once Financial Institution has approved such use and has received all required and properly executed forms and Company has successfully completed any testing or training requirements. I understand that request for services is subject to approval and the Financial Institution may deny or reject my request for additional services.

I warrant that Company has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of Company this Authorization Form and any other documents Financial Institution may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to Company.

Furthermore, I agree to follow the security procedures outlined in the Business Online Banking Cash Management Application, the Business Online & Cash Management Agreement and applicable Product Schedules. If the business fails to meet these security procedures, the business agrees to assume responsibility for the chosen risk. I agree to use caution when assigning Administrators, Business User access or User Authorities/Permissions and agree that Center Parc Credit Union will not be held liable for harm, damages, or losses for transactions initiated or approved by Administrators or authorized Business Users as defined in the Master Agreement.

Dated:

Company’s Legal Name

Signature

Print Name

EXHIBIT B

Account Linking Service Agreement

1. Agreement & Definitions. Center Parc Credit Union Account Linking Service Agreement in this document, references “Company,” “you” and “your” meaning the undersigned member, and member’s affiliates. References to “Financial Institution,” “we,” “us,” “our,” means Center Parc Credit Union. In addition to the terms and conditions set forth in this Account Linking Service Agreement (“Service Agreement”) the Account Linking Services (as hereinafter defined) are subject to our Business Online Banking & Cash Management Agreement “Master Agreement”. Capitalized terms used in this Service Agreement, not otherwise defined, have the meanings given to them in the Master Agreement.
1. Services. Our “Account Linking Services” allow eligible business accounts to be linked through Business Online Banking.
2. Eligibility. To be eligible for online account linking, the primary signer, business owner, or controlling party of each business account must be on the Primary Business Account for which the Business Online Banking profile was established for. One (1) personal account is eligible to be linked to a business if the personal account is owned by an individual who has an ownership interest in the business member and the account is used primarily for personal, family, or household purposes.
3. Acknowledgement of Access. By requesting the Account Linking Service you are confirming on behalf of each and every owner of the accounts, including yourself, the understanding, acknowledgment and agreement that every Authorized Administrative User “Administrator” and Authorized User “Business User” (as defined in the Business Online Banking & Master Cash Agreement) with access to the linked accounts has the ability to:
 - a. View all information and transaction history on or relating to the linked accounts.
 - b. Conduct transactions, payments or transfers via all linked accounts including, without limitation, transactions to/from/between personal accounts and business accounts; and
 - c. Perform any other available services that may be available through Business Online Banking.
4. Limitation of Liability. In addition to any limitations of liability set forth elsewhere in this Service Agreement or Master Agreement, the following terms apply to accounts linked through the Account Linking Services:
 - a. The Financial Institution shall have obligation to monitor or inquire as to the correctness, appropriateness, or authenticity of any transaction, payment, entry, or instruction performed through a linked account including but not limited to, the purpose of the transaction, whether a transaction was authorized, the amount of the transfer, or the application of any funds transferred performed by any “Business User” or “Administrator” as defined in our Business Online Banking & Cash Management Agreement.
 - b. You understand and agree that you are responsible for any transactions including and not limited to payments, transfers, inquiries, credits, debits, or other transactions, whether authorized or unauthorized, and without regard to the signing authority, performed on any linked account and agree to release and forever discharge the Financial Institution, our officers, our agents, employees, affiliates, subsidiaries, and each of their assigns and respective successors from and against any and all claims, damages, demands, liabilities, and causes of action, which may now or hereafter exist or arising from the account linking service.
5. Your Responsibilities. In addition to any other responsibilities specified in this Service Agreement and/or the Business Online Banking & Master Cash Agreement:
 - a. We may request additional documentation at any time for proof of eligibility for online account linkage or ownership. You agree to provide the financial institution with any additional requested information requested and authorize us to suspend or terminate Business Online Banking services or Account Linking services should additional information not be provided.
 - b. You acknowledge your use of any linked personal account is affected by the terms and conditions of such personal account. This includes and is not limited to, any applicable applications, enrollment forms, deposit agreements, fee schedules, disclosure statement or other agreement between you and the financial institution.

6. Our Rights and Responsibilities. Notwithstanding anything to the contrary contained in this Service Agreement or the Business Online Banking & Master Treasury Agreement, the Financial Institution may, in our sole discretion, refuse to link any personal account or business account or terminate the link between any eligible account, without liability hereunder.

7. Term and Termination. This Service Agreement is effective as of the date signed by you and accepted and processed by the Financial Institution. The Account Linking Services and this Service Agreement shall terminate upon written request for cancellation of Account Linking Services from the account owner or authorized person and processed by the Financial Institution, or termination of membership/relationship with the Financial Institution. You agree to immediately notify us in writing if your authority to access or conduct transactions on an account is revoked, changed, or desire to cancel the account linking service. Financial Institution shall not be liable to you, any owner of an account, “business user” or “Administrator” as defined in the Business Online Banking & Master Cash Agreement, or any other person(s) for any transactions performed on such account before we have received such notice and have had a reasonable opportunity to act on such notice.

ACCOUNT LINKING AUTHORIZATION

By signing below, I certify that I have the authority to execute this agreement on behalf of all companies and accounts (business or personal) requested to be linked to my Business Online Banking profile. I acknowledge receipt and agree to adhere to the terms and conditions of this Online Linking Service Agreement and Business Online Banking & Cash Management Agreement.

Dated:

Company’s Legal Name

Signature

Print Name