Business Services Terms and Conditions

Washington Trust Bank

Privately Owned. **Locally Invested.**

Member FDIC
EQUAL HOUSING LENDER

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SCOPE

This Agreement applies to your use of our Digital Banking Applications and associated Digital Banking Services, which permit you to access your accounts with us via the Internet for services selected by you and agreed upon by us ("Digital Banking"). This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms "you" and "your" refer to each authorized signer on an account accessible by Digital Banking, and the terms "us," "we," "our," "Bank," and "WTB" refer to Washington Trust Bank. By using Digital Banking, you agree to abide by the terms and conditions of this Agreement and acknowledge your receipt and understanding of the disclosures contained in this Agreement.

This Agreement is in addition to and separate from your account agreements, credit or loan agreements, the eSign disclosure, and other service agreements with us, all of which continue in full force and effect. Because they are additional, all of the Services described herein require that you have a deposit and/or credit account previously established with WTB. Please take the time to read and understand those agreements. If you need copies of any agreement, please contact our Priority Service team at 800.788.4578.

After you have established an Account, you will be able to apply for available Services subject to the Terms & Conditions of each specific Service. Some of the Services will require you to contact WTB and request the Service be established. Other Services will allow you to apply online for the Service. Once you have applied, we will make a decision if you are qualified for the Service and will establish any limitations that you may have with regards to the Service. **You agree that we may obtain and review your credit information from a credit bureau or similar entity. You also agree that we may obtain information regarding your Account with a Payee in order to facilitate the proper handling and crediting of your payments.**

DEFINITIONS

"You" and **"Your"** mean the Account holder(s) and anyone else with authority to deposit, withdraw, or exercise control over the funds in your Account. If the Account is owned by a business entity, individual liability is determined by the laws generally applicable to that type of business entity.

"We," "Our," "Us," "Bank," and **"WTB"** mean Washington Trust Bank and each subsidiary or affiliate of Washington Trust Bank that provides Services to you.

"Account" or **"Accounts"** shall mean the savings, checking or loan account(s) designated by You in the Agreement, or otherwise in writing from time-to-time, as being Your account(s) that are to be subject to the Agreement and the designated Services described in such Agreement.

"Authorized Representative" means any director, officer, member, partner, employee or other representative designated by You in the Agreement as having authority to act on behalf of You in all actions taken under this Agreement and who shall have the authority to enter into all transactions contemplated in this Agreement, including, without limitation, selecting Services for the benefit of You, appointing Authorized Users to act on behalf of You in the delivery of Services, signing additional documentation that may be necessary to implement Services and giving Your instructions with regard to any Service, including, without limitation, wire transfers, ACH transfers and other electronic or paper transfers from or to any Account that You maintain with WTB. WTB may rely on any grant of authority to an Authorized Representative until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

"Authorized User" means: (i) any Authorized Representative of You and (ii) any other director, officer, member, partner, employee, representative, affiliate, third-party vendor or any other person acting on behalf of You with Your actual, implied or apparent authority for a particular Service in accordance with the relevant Addendum or other document(s) establishing the Authorized Users' responsibilities,

including, but not limited to, all Authorized Users identified as such by Your Authorized Representative(s). WTB may rely on any actual, implied or apparent grant of authority to any Authorized User until it receives written notice of its revocation by an Authorized Representative of You and is given a reasonable amount of time to act upon such notice.

"Business Day" means any day on which a majority of WTB's offices are open to the public for substantially all banking functions. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if WTB's offices are in fact open.

"Service" or **"Services"** means one or more of the Services available at Washington Trust Bank.

"Digital Banking" The process by which banking and banking activities are done through a digital platform, service, third party connections/integrations or application, including but not limited to: Online banking, Mobile Banking, Digital Wallet, ACH, Mobile Deposit, eStatements/eNotices, digital payment apps, transfers, Bill Payment, Enhanced Bill Payment, wire transfers, WTB payment portal, Electronic Data Interchange and Payment services, Positive Pay, Lockbox, Cash Vault, Cash Management Services, etc. Digital Banking can be done either through a laptop, tablet or your mobile phone.

"Digital Banking Applications" Digital Banking Applications are any programs or software provided by WTB for customer/end-user use in order to access account information and/or Digital Banking Services through various channels, including Business Digital Banking, WTB Online, and associated mobile applications.

"Digital Banking Services" Digital Banking Services describe discreet functionality offered to customers/end-users through one or more Digital Banking Applications, which may or may not be provided at an additional cost; these include, but are not limited to, money movement (ACH, Wires, Transfers, etc.), reporting/reconciliation, tracking, bill payment, and security.

"Additional Definitions" In addition to the general defined terms set forth above, there are also certain other specific defined terms set forth in the body of this Agreement that relate just to certain topics and/or to specific Service(s) described below.

ENROLLMENT/APPLICATION FORMS

To establish Digital Banking, you will complete certain enrollment screens or other documents evidencing your desire to access your accounts using Digital Banking. The specific services that may be available to you are identified in the Digital Banking Services section of this Agreement. Your completion of the enrollment screen constitutes your agreement to the terms of this Agreement.

Digital Banking is an optional Service that allows you access to your accounts from a personal or business computer or mobile device. In order to enroll in Digital Banking Services, you will need to visit our website, meet with a Washington Trust Bank branch employee or call our Priority Service team at 800.788.4578. Once we have accepted your application, we will provide you with an initial account password that will allow you to access our Digital Banking Application and create your own login credentials. Through Digital Banking you may be able to review your Account activity for Accounts linked to your Digital Banking User ID, review electronic check images, set up alerts that can be sent to your email or mobile devices regarding account activity, make transfers between your Accounts, make payments or take an advance on your WTB loans, lines of credit and credit cards, place online stop-payment orders on checks, and activate your debit card or report a lost or stolen card online. Making payments or sending money outside of Washington Trust Bank requires other Services such as Bill Pay, ACH or Wires. These products are discussed later on in this Agreement and require a separate application and enrollment.

Note: When accessing your Digital Banking Services through WTB's mobile banking application, or through an indirect service, all of the features of Digital Banking may not be available. To access all of the features you will need to sign in directly through our website www.watrust.com from a personal computer.

Authorized Representative / Authorized User

As a business customer, You have the ability to set up additional company users within our Digital Banking Application. If you wish to use this capability, you will designate an Authorized Representative(s) as part of the Master Commercial Services Addendum. You represent and warrant that the owner(s) and authorized signer(s) on your Account(s) are identical. You agree that Washington Trust Bank is not required to determine, even at the time you start your Digital Banking Service or at any other time that the Account(s) have the same authorized signers. Please use caution when providing access to your employees to use these services. As discussed below, it gives your assigned employees broad access to your Accounts.

You agree that your Authorized Representatives can act on your behalf and may enter into any and all transactions as described in this Agreement, including selecting any additional services on behalf of your company. Any designated Authorized Representatives will have the ability to use our Digital Banking Application to set up Authorized Users to act on your behalf. These Authorized Users will be given rights to use any services listed in this Agreement and any such other additional services as designated by your Authorized Representatives. You agree that WTB may act on the instructions that are provided by your Authorized Representative or Authorized Users. You may revoke or change Authorized Representatives at any time with prior written notice and execution of additional documentation as required by WTB.

We may require that an Authorized Representative execute a Master Commercial Services Agreement. The Master Commercial Services Agreement will outline the Services that your business has authorized. We may provide Services that are not specifically included in the Master Commercial Services Agreement signed by You. By accepting and using any such Service, You agree that the Service will be governed by this Agreement and any other conditions communicated to you by Us.

YOUR RESPONSIBILITIES

To access our Digital Banking Services, you will need a computer or mobile device and software that are capable of interfacing with our Digital Banking Application. You are responsible for selecting all systems, hardware, and your Internet Service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet Service provider and systems and computer services. We are not responsible for errors or delays or your inability to access our Digital Banking Application and Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with Digital Banking platform access requirements, nor are we responsible, under any circumstances, for any damage to your equipment or the data on your equipment. In addition to adequate equipment and software, you agree to obtain, install and maintain antivirus and anti-spyware software before transmitting or receiving data using our Digital Banking Application and Services. You also agree to keep the anti-virus and anti-spyware updated on a regular basis. You understand that the technical processing behind Digital Banking Services involves (1) the transmission of data over various networks; and (2) changes to conform and adapt to the technical requirements of the connecting networks or devices. **Transmitting and receiving information over the Internet carries a certain amount of risk. Such transmitted data is subject to unauthorized interception, diversion, corruption, loss, access and disclosure. WTB is not responsible for any adverse consequences whatsoever regarding your connection or use of the Internet and is not responsible for any use of an Internet connection in violation of any law, rule or any violation of the intellectual property rights of another person or entity.**

You are responsible for all electronic funds transfers and electronic payments you make using Digital Banking. If you permit other persons to use the Digital Banking or your Username or Password, you are responsible for all electronic funds transfer transactions they make from your Accounts. You are liable for

all transfers, payments, and activity that you make or are made by any other user, even if such user exceeds your authority or is not an authorized signer on your Account. You must notify us immediately if you believe any of your Accounts was accessed or your Password was used without your permission. ***If you use Digital Banking for any business activity, you assume all risk of loss for unauthorized transfers and payments, and you must establish your own internal security procedures for employees or other person(s) you authorize to use Digital Banking and to prevent all unauthorized use by other employee(s) or person(s).***

In the event You request Us to provide Services to a parent company, affiliate, or other commonly-owned company, You agree that You shall be jointly and severally liable for any such company's obligations under this Agreement. You represent and warrant to Us that any and all transfers and comingling of funds required or permitted by You have been duly authorized by all necessary parties, including the account holder of each Account, and that You have retained in your regular business records, for a period of seven (7) years after the termination of the Services, all adequate documentary evidence of such authorization. You further represent and warrant to Us that each transfer or comingling of funds authorized hereunder is not a violation of any agreement, bylaw, or governing body resolution, nor is it a violation of any local, state, or federal law, regulation or any decree, judgment or order of any judicial or administrative authority. These representations and warranties will remain effective until such time as expressly withdrawn in writing by you and delivered to WTB.

ELIGIBLE WASHINGTON TRUST BANK ACCOUNTS

To access your account(s) through Digital Banking you must have at least one eligible account with us. For purposes of this Agreement, eligible accounts may include: checking accounts, savings accounts, certificates of deposit, credit accounts, loan accounts and other financial account types that may be available at a later date (you will be notified when this occurs).

ACCESS CODES

To access Digital Banking, you must obtain a unique Username and Password. The Password has the same effect as your signature to authorize transactions. Maintaining the confidentiality of Your Password is essential to protecting your Account. You agree that we may send You notices and other communications, including passcode confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of a particular individual. You further agree that WTB will not be responsible or liable to You in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. **We will not contact you via email or phone and request your password.** You agree to take adequate measures to guard against unauthorized access to your password. You agree to keep the Password private, not to record the Password or otherwise disclose or make the Password available to anyone. You agree to keep Passwords secure and strictly confidential, provide them only to Authorized Representative(s) on your account(s), and instruct each person to whom You give Your passcode that they are not to disclose it to an unauthorized person. Anyone to whom you disclose your Password and anyone who has access to your Password will have full access to the services you can perform in Digital Banking, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your Password with your permission, you will be responsible for all future transactions performed by that person whether or not authorized by you. Notify us immediately and select a new Password if You believe your Password has become known to an unauthorized person.

LIABILITY

Contact us immediately if you believe your Password has been lost, stolen, or otherwise become available to an unauthorized person. Telephoning is the best way of keeping your possible losses down (see below on how to contact us). We may suspend or cancel your Digital Banking even without receiving

such notice from you if we suspect your Digital Banking is being used in an unauthorized or fraudulent manner.

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we may extend the time periods.

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission:

i. Calling us: 800.788.4578

ii. Writing us: Washington Trust Bank, P.O. Box 2127, Spokane, WA 99210-2127

FRAUD MITIGATION SERVICES

You can and should take precautions to decrease the risk of unauthorized transactions, including but not limited to protecting the secrecy of passwords, promptly reviewing bank statements for unauthorized activity, and immediately reporting suspicious activity to WTB. We may make available to You certain products and services that are designed to detect and/or deter check fraud. You agree that if you (i) fail to implement any of these products or services; (ii) fail to follow these and other precautions reasonable for your particular circumstances; and or (iii) fail to timely notify us, you may be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we may not be required to re-credit your Account or otherwise have any liability for paying such items.

ERRORS AND QUESTIONS

In case of errors and questions about your Digital Banking Services, you should contact us as soon as possible by:

i. Calling us: 800.788.4578

ii. Writing us: Washington Trust Bank, P.O. Box 2127, Spokane, WA 99210-2127

iii. Sending us a secure message within Digital Banking

It is essential that you review your account statement regularly. If you think that your statement is wrong or you need more information about a transfer listed on your statement, you must notify us no later than sixty (60) days after the date on the first statement on which the problem or error appeared. When contacting us you must provide:

i. Your name and Account number;

ii. A description of the error or the transfer you think is in error, and an explanation of why you believe it is in error or why you need more information;

iii. The dollar amount of the suspected error.

If you tell us anything under this Agreement orally, we may require you to send your statement in writing within ten (10) Business Days. If we ask you to put your complaint or inquiry in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. You agree to assist us in the discovery and resolution of the issues related to errors and/or unauthorized use.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, it may take up to forty-five (45) days to investigate your complaint or questions. If we decide to do this, we will credit your Account within ten (10) Business Days if the notice of error involved an electronic fund transfer for the amount you think is in error so that you have use of the money during the time it takes us to complete our investigation. If we determine that there was no error, we will reverse the previously credited amount, if any, and we will send you written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

BUSINESS DAYS AND HOURS OF OPERATION

Our business hours are 9 a.m. to 5 p.m. (PT), Monday through Friday, excluding federal and state holidays.

Transfers can be initiated at any time but can only be posted on business days. Digital Banking is available 24 hours a day, 7 days a week, except during maintenance periods. If Digital Banking will not be accessible for an extended period of time, we will attempt to provide you with notice, but cannot guarantee prior notice will be provided.

DIGITAL BANKING SERVICES

Available Digital Banking Services may vary by Application and may be restricted at our sole discretion. Access to WTB Online for the purposes of facilitating account aggregation through external applications may be limited to account balance and transaction data only.

Using your Username and Password, along with any additional authentication we may at our sole discretion choose to require, the following services may be available to you:

Account Information

You can obtain specific information about your accounts, including:

i. Account balance information, loan payment due dates and maturity dates.

ii. Account activity including deposits and withdrawals.

iii. The ability to download your account information to specific file formats.

Internal Funds Transfers

You may transfer funds between Washington Trust Bank accounts. Transfers can be made either on a onetime or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. Unless otherwise specified, recurring transfers will process the business day prior to the scheduled date, during nightly processing. If the recurring transfer is not set up before that time, the first transfer may be skipped.

Permissible funds transfers include:

- Transfers from checking to checking
- Transfers from savings to savings
- Transfers from checking to savings
- Transfers from savings to checking
- Transfers from checking to money markets
- Transfers from savings to money markets
- Transfers from money markets to checking
- Transfers from money markets to savings
- Transfers from money markets to money markets

A transfer of funds between any of these accounts may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. You agree to transfer funds only from accounts that have sufficient funds to complete a transfer and understand that a transfer from an account with insufficient funds may not be completed or may result in fee.

Transfers to or from loan account types may also be available as applicable for purposes of loan payment and advance per the terms of the loan and our discretion.

We can process an internal funds transfer on the same business day as your instructions, if we receive your instructions before our Digital Banking cut-off hour of 9 p.m. (PT) on a business day. If we receive your instructions after the end of our business day, we may process the transaction on our next business day.

Bill Payment

If you select the Bill Payment function, you can pay bills on an automatic recurring basis or periodically as you request. You must designate a Washington Trust Bank checking account as your Bill Payment Account. You need to provide us with the information we require to properly debit your designated Bill Payment Account and credit your account with the Payee (such information may include payee address, your account number with the payee, the payee's account and routing information, or payee contact information). We may refuse to allow you to designate a particular Payee or class of Payees.

During the Bill Payment enrollment process, all Authorized User(s) and / or any person(s) with login information will have access to all Account(s) (including consumer account(s) linked through Your Digital Banking) until You log in to Bill Pay and assign each Account to the appropriate Authorized User, employee(s), agents, or personnel. WTB does not rollover account permissions for Authorized Users from Digital Banking. Thus, You will be responsible for ensuring Bill Pay Accounts are set up with the proper permissions for each Authorized User.

How Bill Payments are Made

You authorize us to make payments in one of two ways. Most payments are made by electronic transmission to the Merchant/Payee you have designated. Electronic payments may be processed using a virtual credit card. If your Merchant/Payee charges to process credit card payments, it is possible to incur a fee as a result of this processing method. Any credit card processing fee resulting from virtual card processing that is not disclosed at the time your payment is scheduled will be reimbursed upon request,

with documentation of fee assessment. All other payments are made with a check to your designated Merchant/Payee. Funds for check payments will not debit your account until the check is presented by the Payee, after your scheduled payment date. When more than one customer schedules a payment to the same Merchant/Payee, we may issue a consolidated check to the Merchant/Payee with an accompanying paper list which includes each customer by name, the account number to be credited and the amount of each payment.

From time to time, we may receive instructions from a Payee that direct us, in order to ensure the timely processing of your Bill Payment, to send your Bill Payment to an address other than the one that you provided us, or that direct us to make your Bill Payment electronically rather than by check, to an account owned by the Payee at another bank. When we receive such Bill Payment instructions from the Payee, we may, in our sole discretion, follow those instructions with no further authorization from you

Since Bill Payments may be processed in different ways, it is important for you to schedule your Bill Payments within the time frame specified below to ensure timely processing of your Bill Payment.

You may make Bill Payments in amounts up to a defined limit which may vary by payee type and is subject to change without notice. For details regarding current limits, please contact Priority Service at 800.788.4578.

Processing Bill Payments

Bill Payment requests, recurring or one time, received after 12 p.m. (PT) Monday through Friday (excluding federal holidays), or at any time on weekends and federal holidays will be processed the following business day. Recurring Bill Payments that fall on a day that is not a business day will be processed on the business day immediately preceding the scheduled Bill Payment date unless specifically requested otherwise.

When you schedule a Bill Payment using Digital Banking, you authorize us to withdraw the necessary funds from your Pay From account. For Bill Payment requests that are made by check, we deduct the amount of your Bill Payment from your Pay From account on the date it is presented by the payee. To help ensure that your Bill Payments arrive on time, you must schedule your electronic Bill Payments to be processed at least two (2) business days before the payment due date and check payments at least seven (7) business days before, or as stated in the delivery estimate presented in Digital Banking when scheduling your payment. This generally allows sufficient time for the Payee to receive and post your Bill Payment. If you do not have sufficient funds in your Bill Payment Account when a Bill Payment request is made, we may in our discretion, refuse to process such Bill Payment or process such Bill Payment subject to the overdraft and non-sufficient fund provisions governing your Bill Payment Account. You are responsible for any non-sufficient funds and overdraft charges that apply if a Bill Payment is processed when there are insufficient funds in your Bill Payment Account.

Adding Payees

A “Payee” is a person or business you are paying. When you add Payees to the Service, you must be sure to enter your account number and address as they appear on your payment stub or invoice where applicable.

Occasionally a Payee may choose not to participate in the Bill Payment services or may require additional information before accepting payments. Our service providers work with these Payees to encourage them to accept an electronic or check payment from us. If we are unsuccessful, or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future payments to this Payee. In the unlikely event that this occurs, we will send you a notice. We may refuse to make payments to certain Payees (such as government agencies and/or Payees outside the United States).

Canceling Bill Payments
You may cancel a pending Bill Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cut-off time on the date 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.

No Signature Required
When using the Bill Payment service, you agree that we, without prior notice to you, may debit your Bill Payment Account(s) to pay checks that you have not signed by hand or by a legally acceptable form of electronic signature (e.g., digital signature).

Stop Payments

You may maintain certain deposit accounts with us on which you draw paper-based checks ("Check(s)"). From time-to-time, you may request that we stop payment of a Check and also give us certain other instructions regarding the payment of Checks. If you request and we agree, WTB may provide to you Stop Payment Services ("Stop Payments"). We offer Stop Payments through Digital Banking. You will initiate Stop Payment orders through the Stop Payment system in accordance with the specifications we have established. Using Stop Payments is considered an instruction to WTB "in writing" for all legal purposes. You will not receive written confirmation of a Stop Payment order placed using Stop Payments. A stop payment order is effective for six (6) months unless you select a longer period or you remove the stop payment order before it expires. You are responsible to ensure that only your Authorized Representatives and Authorized Users have access to our Digital Banking Application and Services and that those persons use it only in the manner authorized by you. We have no liability for any damages caused by unauthorized use. You are also responsible for ensuring that all stop payment orders contain accurate information, including the accurate name to which the Check is made payable, the Check number, the account number and the exact amount of the Check. You are liable to us for any damages or claims arising out of our refusal to pay a Check on which you have placed a stop, or paying any Check on which: (a) you have released the stop payment order, (b) the stop payment order has expired; (c) you have improperly or inaccurately entered the stop payment order as a Stop Payment in our Digital Banking Application; or (d) the stop payment order has not been entered in a timely manner. You are solely responsible for determining whether a Check has been paid prior to initiating a stop payment order. You acknowledge that placing a stop payment order on a Check may not relieve your obligations on the Check or the underlying obligation. We will exercise good faith and ordinary care in implementing your instructions on any Stop Payment entered through our Digital Banking Applications. Should we inadvertently pay a Check or permit a transaction over a valid stop payment order, you are required to prove that a direct loss has been suffered and, if so, the amount of such loss. If we determine that we are legally obligated to credit the account, and in fact do so, we shall have all of your rights and remedies against the payee or the beneficiary of the underlying transaction and you agree to cooperate and assist us in our effort to collect the amount of the Check or transaction.

Right to Stop Payment and Procedure for Doing So
Stop payment requests for check and ACH items may be submitted through Digital Banking Services. If you have instructed us to make regular preauthorized transfers (ACH/AFT) out of your account, you may request to stop these payments by calling us at 800.788.4578 or writing to:

Washington Trust Bank

P.O. Box 2127

Spokane, WA 99210-2127

Refer to our current fee schedule for charges.

MOBILE APP

Eligibility

When you enroll in Digital Banking, you will automatically have access to our Digital Banking Mobile Application (Digital Banking app) for use on any compatible iPhone® or other mobile device operating on Apple's iOS® mobile operating system, or any compatible mobile device operating on the AndroidTM operating system (each an **"Eligible Mobile Device"**). By identifying a cellphone, smartphone, or other device as an Eligible Mobile Device for use with Digital Banking, we do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of such a device. You are solely responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance, and costs associated with such device with your telecommunications carrier. iPhone® and iOS® are trademarks of Apple Inc. AndroidTM is a trademark of Google Inc. Use of this trademark is subject to Google permissions (google.com/permissions).

The Digital Banking app is designed to supplement the Digital Banking Service. The transaction activity displayed through the Digital Banking app is for informational purposes only and is not equivalent to the official statement information on our records. Our records shall control if there is any conflict with any information displayed in Digital Banking.

MOBILE DEPOSIT

Digital Banking's remote deposit capture feature (**"Mobile Deposit"**) is designed to allow you to make deposits to your eligible Digital Banking accounts (**"Eligible Account"**) by scanning checks and delivering the image and associated deposit information to us. Eligibility is determined on an account-by-account basis. We may, in our sole discretion, change the eligibility requirements for Mobile Deposit without prior notice.

We reserve the right to change, suspend, or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, at any time, and without any prior notice to you. Except as expressly provided in this Agreement, deposits made through Mobile Deposit are subject to all limitations and terms set forth in your Deposit Account Disclosure, as they may be modified from time to time, including, but not limited to deposit acceptance, crediting, collection, endorsement, processing order and errors.

Eligible Items

You agree to scan and deposit only "checks," as that term is defined in Federal Reserve Regulation CC (**"Reg CC"**) and only those checks that are permitted under these Terms of Use or such other items as we, in our sole discretion, may elect to accept for deposit. You agree that the image of the scanned check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use Mobile Deposit to scan and deposit any checks or other items as follows: (i) checks or items payable to any person or entity other than you, or to you and another party; (ii) checks or items containing alteration of any of the fields on the front of the check or item, including the MICR line, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (iii) checks or items previously converted to a substitute check, as defined in Reg CC; (iv) checks or items drawn on a financial institution located outside the United States; (v) checks or items that are remotely created checks, as defined in Reg CC; (vi) checks or items not payable in United States currency; (vii) checks or items dated more than six (6) months prior to the date of deposit; (viii) checks or items on which a stop payment order has been issued or for which there are insufficient funds; or (ix) checks or items otherwise prohibited by our current procedures relating to Mobile Deposit or which are otherwise not permitted under the terms of the Deposit Account Disclosure. Please see the Deposit Account Disclosure for further information regarding permitted and prohibited items for deposit.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through Mobile Deposit by writing “For Mobile Deposit Only at Washington Trust Bank” after your signature, or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. You also agree to furnish any information in your possession that we may request regarding a check or item presented for deposit or deposited through Mobile Deposit. You further agree to cooperate with us in the investigation of any unusual transactions, poor quality transmissions and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

Receipt of Items

We reserve the right to reject an item transmitted through Mobile Deposit, at our discretion. We are not responsible for checks or items we do not receive in accordance with this Agreement or for items that are dropped or damaged during transmission. An image of a scanned item is deemed received when you receive confirmation from us that we have received the image. Receipt of such information does not mean that the transmission was error free, properly processed or complete, or that funds will be credited for that check or item. You agree we are not liable for any loss, costs or fees you may incur as a result of a chargeback of an ineligible item. By using Mobile Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. You agree that we bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Funds Availability Cut-Off Times

We will make funds available for checks and items received, accepted, and successfully processed through Mobile Deposit in accordance with our standard Funds Availability Policy, as outlined in your Deposit Account Disclosure. Deposits made using Mobile Deposit to an Eligible Account after 8 p.m. (PT) on any business day will be considered received by us on the next business day.

Deposit Limits

We reserve the right, at any time in our discretion, to impose limits on the amount(s) and/or number of deposits you may make over a certain period of time. If you attempt to make a deposit in excess of your limit, your deposit may be rejected. If you are permitted to make a deposit in excess of your limit, such deposit is still subject to this Agreement, and we are not obligated to accept a similar deposit at other times. Individual deposits are subject to daily and monthly limits which may change at our discretion without prior notice. Limits may be presented within the Digital Banking app or requested by phone by calling Priority Service at 800.788.4578. To continue to be eligible to use Mobile Deposit, you may not have overdrafts or returned checks deemed excessive by us in our sole discretion.

Presentment

The manner in which checks or items are cleared, presented for payment and collected shall be in our sole discretion as set forth in the Deposit Account Disclosure.

Image Quality

The scanned image transmitted to us using Mobile Deposit must be legible. The image quality of the check or item must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with requirements set by any clearing house used by us or regulatory agency with authority over us.

Disposal of Items

You agree to retain any check or item submitted through Mobile Deposit for fourteen (14) days after you have received confirmation from us that we have received your deposit (**“Retention Period”**). After the

Retention Period, you agree to destroy the scanned check you presented for deposit, prominently mark it "VOID," or otherwise render it incapable of further transmission, presentment or deposit. You agree to promptly provide the check to us during the Retention Period, if requested. You agree never to represent to us, or any other party, a check or item that has been deposited through Mobile Deposit unless you are notified by us that the check or item will not be accepted for deposit through Mobile Deposit.

Representations and Warranties

You represent and warrant to us that: (i) you will only submit eligible checks and items, and all checks or items will include all signatures required for their negotiation(s); (ii) you will not transmit duplicate items, nor will you deposit or negotiate, or seek to deposit or negotiate, any previously transmitted check or item with any third party; (iii) images will meet our image quality standards in effect from time to time; (iv) all information you provide to us is accurate and true, including that all images submitted through Mobile Deposit accurately reflect the front and back of the check or item at the time it was scanned; (v) you will use Mobile Deposit only for your own deposits and will not allow use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party; (vi) you will comply with the terms of this Agreement, and all applicable laws, rules, and regulations; (vii) you are not aware of any factor which may impair the collectability of any item; and (viii) you agree to indemnify and hold us harmless from any loss or breach of the foregoing representations or warranties.

AUTHORIZATION; CONSENT TO USE OF DATA

Digital Banking may be accessed on an Eligible Mobile Device or through a web browser by any customer of ours with an Account currently enrolled in the Digital Banking Service and a Username and Password that provides access to your account via Digital Banking. As an alternative to your Password, you are required to set up a personal identification number (**"Passcode"**) on any Eligible Mobile Device. If your Eligible Mobile Device is so enabled, you may use your fingerprint or other biometric identifier to log into Digital Banking (we do not collect this biometric information from your Eligible Mobile Device.) Please note, however, that access to certain features may require an additional level of "step-up" authorization. You acknowledge and agree that you are solely responsible and liable for any and all activity related to access on or through your Eligible Mobile Device by you or any third party (a **"Guest User"**), and you hereby waive any claim that access through your Eligible Mobile Device by any Guest User was unauthorized.

You acknowledge and agree that we may collect, transmit, store, and use technical, location, and login or other personal data and related information, including, but not limited to, technical information about your device, system, and application software, and peripherals, and information regarding your location and interactions with us and your device, that is gathered periodically to facilitate the provision of Software updates, product support, and other services to you (if any) related to, or in connection with, the Software or Digital Banking. We may use this information to improve our products, detect fraud or provide services or technologies.

OWNERSHIP AND LICENSE

You acknowledge and agree that Washington Trust Bank and/or its service provider(s) is/are the owner of all right, title and interest in, and to, the mobile technology solution made available to you hereunder, including, but not limited to, any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they exist (collectively referred to herein as the **"Software"**). By accessing the Software or using Digital Banking, you agree to be bound by the terms of this Agreement. This Agreement will also govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

You are granted a personal, non-exclusive, non-sublicensable, non-transferable license to install and use the Software (in machine readable object code only) only on an Eligible Mobile Device you own or control, solely for your personal use and as expressly permitted herein (**"License"**). This limited right to use the Software is revocable at our discretion. This is not a sale of the Software. All rights not expressly granted to you under this Agreement are hereby reserved by us. Nothing in this License shall entitle you to receive hard copy documentation, technical support, telephone assistance, or updates to the Software. You agree that we shall have no obligation to correct any bugs, defects or errors in the Software, or to otherwise support, maintain, improve, modify, upgrade, update or enhance Digital Banking or the Software. This License may be terminated at any time, for any reason or no reason, by you or us. Upon termination, you agree to immediately destroy all copies of any Software which has been downloaded to your Eligible Mobile Device or otherwise in your possession or control.

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 C.F.R. § 12.212 (Computer Software) or DFARS 227.7202 (Commercial Computer Software and Commercial Computer Software Documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

Restrictions

You agree not to (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols, or labels in the Software, including, but not limited to, any trademark, logo or copyright.

You further agree that the Services may contain or use software that is subject to the U.S. Export Administration Regulations (15 C.F.R., Chapter VII) and that you will comply with these regulations. You will not export or reexport these Services, directly or indirectly, to (1) any country that is subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by a U.S. federal agency; or (3) any end user who you have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further agree that this product may include technical data subject to export and re-export restriction imposed by U.S. law.

Our Liability Regarding Transfers and Payments.

If we do not complete a transfer or payment to or from your Account on time or in the correct amount, we will be liable for your losses or damages according to our Agreement with you and as provided by law. However, there are some exceptions to this liability. For instance, we will not be liable in the following circumstances:

a. If through no fault of ours, you do not have enough funds in the Account to make the transfer, or the transfer would exceed the credit limit on any overdraft line associated with the Account;

b. The equipment or software used by WTB to provide Digital Banking Services was not working properly and you knew or were advised by WTB about the malfunction before you executed the transaction;

c. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction despite the reasonable precautions we have taken;

d. You have reported your password as lost or stolen or we suspect that your password is being used in an unauthorized or fraudulent manner;

e. Your Digital Banking Application access has been terminated;

f. If the funds in your Account are unavailable because of garnishment, levy, or other hold requirements imposed upon us by law or by a government agency or court orders.

Our liability is explained in any agreements, notices and disclosures that we separately provide to you from time-to-time regarding your Accounts and services with WTB. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices or disclosures. Under no circumstances will we be liable to you to provide access to your Accounts through any Digital Banking Services or Applications. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the services expressly stated in this Agreement and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or material misconduct in performing the services described herein.

Unless otherwise required by law, in no event will we or our affiliates be liable to you for special, indirect, punitive or consequential damages including, without limitation, lost profits and attorney's fees, even if we are advised in advance of the possibility of such damages.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

a. Is not in accordance with any term or condition applicable to our Digital Banking Application or Services or any related Account;

b. Would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future FDIC guidelines;

c. Would violate any applicable provision of any risk control program of the FDIC or any applicable rule or regulation of any other state or federal regulatory authority; or

d. Is not in accordance with any other requirement of our applicable policies, procedures or practices.

PAYMENT SERVICES

ACH Services

This section applies only to ACH Services within the United States of America and does not apply to cross-border ACH transactions. Our ACH Services allow you to transfer funds to or from your Accounts by initiating ACH transactions ("Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on ACH Business Days to your Accounts or the Accounts of others ("Receivers") in accordance with WTB's security procedures and the Agreement. We may send Entries to any ACH processor selected by us or directly to another bank.

You agree to comply with the NACHA Rules, as amended from time-to-time, for all Entries, whether or not an Entry is sent through the ACH network. You act as **Originator** and we act as **Originating Depository Financial Institution** (ODFI) with respect to Entries. You will deliver Entries to us as provided in the NACHA Rules. The NACHA Rules govern if they are in conflict with these Terms & Conditions.

You agree to comply with applicable laws and regulations. You may not use this Service for any illegal transaction or activity, including under the regulations and laws of the Receiver of your transaction. Your compliance includes adherence to applicable laws and regulations, including United States economic sanctions laws and regulations, regulations issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury and Executive Orders issued by the President of the United States. We may review your compliance with this Agreement and NACHA Rules. You shall, upon request, provide to us any such information as we may require performing such a review. We may terminate or suspend your ACH service for breach of NACHA Rules.

If you are acting as a third party processor, we may request that you furnish us with additional information. Such information may include, without limitations, data: (1) regarding your financial condition; (2) verifying your customers and the nature of their businesses; and (3) sufficient for us to determine whether you are working with additional ODFIs.

Where a preauthorized debit Entry from a consumer's Account varies in amount from the previous debit Entry, you will comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E of the Board of Governors of the Federal Reserve System, as applicable.

Entry Origination, Processing Dates, and Deadlines.

You may initiate Entries in the manner and format agreed to by us. You agree to notify us and obtain our permission prior to transmission of ACH entries appropriately classified as Accounts Receivable Conversion (ARC), Back Office Conversion (BOC), Re-Presented Check (RCK), Internet-Initiated/Mobile (WEB), and Telephone-Initiated (TEL), as defined in the NACHA Rules. You agree to not initiate any ACH transactions involving a financial agency's office that is outside the territorial jurisdiction of the United States, or any such International ACH Transaction (IAT) as defined in NACHA Rules. We will establish a deadline for the receipt of Entries from you ("Deadline").

We may establish different Deadlines for Entries depending on the method of delivery employed by you and all such Deadlines are subject to change. We must receive your Entries at or prior to the Deadline for the Entries to be processed on the ACH Business Day of receipt. Entries received after the Deadline will be processed on the next ACH Business Day.

Entry Content.

In submitting any Entry, you are responsible for providing all information required by us. You bear sole and exclusive responsibility to verify that the information in Entries is authentic, accurate and conforms to NACHA Rules. Services hereunder are only designed to respond to information provided by you. Accordingly, any error (including any inaccuracy or incompleteness) or non-compliance in any information provided by you may result in unintended processing by us. We bear no responsibility for detecting or reporting any error in data supplied by you and shall not be liable to you for any information provided by you with respect to an Entry which is inaccurate, incomplete or otherwise incorrect.

Pre-Notification Requirements.

To the extent required by the NACHA Rules, you shall send pre-notification that you intend to initiate an Entry to a particular Account in accordance with the procedures set forth in the NACHA Rules or by us. The pre-notification can be returned or result in a Notification of Change. If the pre-notification is returned, you shall research the problem and make any necessary corrections before transmitting another Entry. If the pre-notification results in a Notification of Change, you shall make the required change prior to initiating another Entry, or issue a Refused Notification of Change as outlined in NACHA Rules.

Entry Limits and Payment.

You shall at all times maintain an Account with us to serve as the settlement Account for the purpose of funding your Entries. The total dollar amount of Entries initiated by you, under all ACH Services and pending on a given day, shall not exceed the lesser of the collected or available balances in the settlement Account or a dollar limit should one be established by us. Establishment of a Weekly Dollar Limit should not be interpreted or construed by you as a commitment or agreement to provide any credit or loans to you and is subject to modification or termination by us at any time. You agree to not initiate Entries in excess of your Weekly Dollar Limit without the written consent of us. You shall pay us for all Entries and authorize us to charge your settlement Account or any other Account with us in the amount of such Entries. We shall have the right to reject Entries initiated by you without notice if we have reason to believe that there will be insufficient available funds on the relevant settlement date. You will receive funds for any ACH Debit Entry on the applicable ACH settlement date. We shall credit the settlement Account in any amount payable to you, subject to our right to make adjustments in accordance with the Agreement. We may monitor and periodically review your compliance with your Weekly Dollar Limit, and may, at our sole discretion, cease processing Entries based on such review.

According to U.C.C. 4A-403(a), if the sender is a bank, payment of an Entry is conditional until the receiving bank receives final settlement of the Entry through a Federal Reserve Bank or through a funds-transfer system. If the receiving bank does not receive such payment for the Entry, the receiving bank is entitled to a refund from the receiver and the Originator will not be considered to have paid the amount of the Entry to the Receiver.

Data Breach Notification.

You may have gathered personal or financial information of your customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank Account number together with the customer's bank's routing number, or the customer's name with the customer's social security number or tax identification number. You agree to immediately report to us any loss or theft of or unauthorized access to such information (each a "data breach") by or from you, your Authorized Representative(s), Authorized Users or other employees or third-party service providers, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. You acknowledge that we may have an obligation to report any data breach to NACHA or other affected parties, and agree to establish appropriate security procedures to prevent, detect, investigate and report data breaches.

ACH Secured Funds Entries.

We may require you to prefund all ACH Debit Entries which will place a hold of funds prior to the settlement date. Upon initiation of prefunded Entries, we are authorized to place a hold on your settlement Account in the total amount of such Entries. The hold is immediate and will be in place until the end-of-day processing on the settlement date. You acknowledge and agree that such funds are held solely for the benefit of us and that you will not be entitled to earn any interest thereon.

File Confirmation System.

You shall at all times comply with the file confirmation procedures we have established and any security procedures established by either of us. You agree that, where you deem appropriate, imposition of a dual-control environment within your business operations will be implemented. All such procedures are solely for the purpose of you verifying the origination of Entries (but not for validation of data or detection of errors in transmission or content). You bear sole responsibility for any inaccurate or incomplete information provided to us.

Rejected and Returned Entries, and Unauthorized Entries.

We may reject any Entry that is not initiated in accordance with this Agreement. In the event that an Entry is rejected, or returned by an ACH processor, for any reason whatsoever, it shall be your responsibility to remake the Entry. We will give you notice of any rejected or returned Entry. We are authorized to debit/credit the Account for Entries that are returned to us. We have no obligation to pay you interest on the amount of any returned Entry debited from the Account. A Receiver of your Entry may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its Account. You agree that we may deduct the amount owing to the Receiver from your Account upon our receipt of proper notice of such crediting from the Receiver's bank. We may charge back against you any Debit Entry that is returned or reversed by the Receiving Depository Financial Institution, as that term is defined in the NACHA Rules.

ACH Redeposit Service.

If you request, we may, but shall not be obligated to, reinitiate (a maximum of two (2) times) each Debit Entry returned for insufficient or uncollected funds. We shall also have the right to reinitiate such an Entry absent your request.

Amendment of Entries.

You do not have the right to delete or amend any Entry after we have received it, unless we have agreed to a request from you to provide ACH adjustment Services. If such Services are provided, you may initiate an amendment to your ACH files after receipt by us. You may initiate such amendments by fax in accordance with the terms of the Agreement and all communications must be received by us prior to the established deadlines in order to be effective. We may from time-to-time change such telephone numbers

or the form of instructions upon notification to you. You agree to be bound by any instructions, whether or not authorized, issued and accepted by us in accordance with the agreed procedures.

Customer Representations/Indemnity.

You represent and warrant to us that each Entry complies with the terms of the Agreement and NACHA Rules, does not breach any warranty contained in the Agreement or NACHA Rules, complies with applicable state and federal laws, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations promulgated by the Office of Foreign Assets Control, is accurate, timely, and authorized in writing and that any Debit Entry is for a sum that on its settlement date is due and owing from the Receiver to you or is a correction of a previously transmitted erroneous Credit Entry. You shall indemnify and hold us harmless against any NACHA or ACH Operator fines or fees and all claims, demands, suits, proceedings, losses, liabilities, damages and expenses (including attorney's fees) relating, directly or indirectly, to any breach by you or by your agents of this Agreement (whether a breach of representation, warranty, or covenant), or relating to you or your agent's negligence or willful misconduct.

Re-Presented Check Entries.

NACHA Rules allow you to utilize ACH to collect certain checks that have been returned unpaid for insufficient funds ("RCK Entry"). In the event that you initiate an RCK Entry for check collection purposes, you agree that such RCK Entry will comply with all provisions of the Agreement and NACHA Rules, and make the following additional representations and warranties regardless of which entity initiates the RCK Entry on its behalf:

1. Each check is eligible under NACHA Rules to be collected through an RCK Entry.

2. You have no knowledge of any insolvency and have good legal title to the returned item.

3. All signatures on the returned item are authentic and authorized, and the returned item is without alteration, not subject to claims or defenses, and will not be presented to the paying bank.

4. The RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct. (RCK Entries cannot be used for collection fees.

5. Any restrictive endorsement placed on the item is void or ineffective.

6. You have provided clear and conspicuous notice of the electronic check representation policy in advance of receiving the returned item to which the RCK Entry relates.

7. You will provide us immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

Internet-Initiated Entries.

NACHA Rules allow you to initiate a Debit Entry to a consumer Receiver's Account pursuant to an authorization obtained from the Receiver through the Internet ("WEB Entry"). In the event that you initiate a WEB Entry to us, you agree that such WEB Entry will comply with all provisions of the Agreement and applicable ACH Rules, and make the following additional representations and warranties regardless of which entity initiates the WEB Entry on its behalf:

1. You have employed a commercially reasonable fraudulent transaction detection system to screen each WEB Entry.

2. You have employed commercially reasonable methods of authentication to verify the identity of the Receiver.

3. You have taken commercially reasonable steps to verify that the routing numbers are valid.

4. You have established a secure Internet session prior to and during the key entry by the Receiver of any banking information and through the transmission of the data to you. Currently, 128-bit RC4 encryption technology is the standard for financial transactions and is considered commercially reasonable.
   If technological advancements cause the commercially reasonable standard to change, you agree to comply with the new standard.

5. You have and will conduct an annual audit to ensure that the financial information that you obtain from Receivers is protected by security practices that include adequate levels of: (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage and distribution of financial information. You will provide proof of your security audits to us upon request. Any such information provided to us shall be kept confidential. We may cease processing Entries for you, if we, in our sole discretion, determine that your security procedures are inadequate.

Telephone-Initiated Entries.
NACHA Rules allow you to initiate a Debit Entry to a consumer Receiver's Account pursuant to the consumer's oral authorization and banking information obtained by telephone ("TEL Entry"). In the event that you initiate a TEL Entry to us, you agree that such TEL Entry will comply with all provisions of this Agreement and applicable ACH Rules.

1. Receiver Authorization. You agree to obtain the Receiver's explicit authorization prior to initiating a Debit Entry to a Receiver's Account. In the event that you obtain a Receiver's authorization verbally, you will either tape record the Receiver's oral authorization or provide, in advance of the settlement date of the Entry, written notice to the Receiver that confirms the oral authorization. You agree that, at a minimum, the following specific information shall be disclosed to, and acknowledged by, the Receiver during the telephone call:

   i. The date on or after which the Receiver's Account will be debited;

   ii. The amount of the Debit Entry to the Receiver's account;

   iii. The Receiver's name;

   iv. A telephone number that is available to the Receiver and answered during normal business hours for
   customer inquiries;

   v. The date of the Receiver's oral authorization; and

   vi. A statement that the authorization obtained from the Receiver will be used to originate

You will retain either the original or a duplicate tape recording of the Receiver's oral authorization or a copy of the written notice confirming the Receiver's oral authorization for two (2) years from the date of the authorization, and shall immediately provide same to us upon request. If you choose to provide the Receiver with written notice confirming the Receiver's oral authorization, you will disclose to the Receiver during the telephone call the method by which such notice will be provided.

2. Security Procedures. In addition to all other representations and warranties contained herein, you also represent and warrant each time you deliver a TEL Entry to us, that you have (1) utilized a commercially reasonable security procedure to verify the identity of the Receiver, including name, address and telephone number; and (2) you have established commercially reasonable procedures to verify the accuracy of the receiving depository financial institution's ABA routing and transit number.

Accounts Receivable and Back Office Conversion Files.

NACHA Rules allow you to utilize ACH to collect consumer check payments received through U.S. mail or at a drop box location ("ARC Entry"). NACHA Rules also enable you to convert, during back office processing, checks presented either at the point of purchase or a manned bill payment location ("BOC Entry"). In the event that you initiate an ARC or BOC Entry to WTB, you agree that such ARC or BOC Entry will comply with all provisions of the Agreement and applicable ACH Rules, and make the following additional representations and warranties regardless of which entity initiates the ARC or BOC Entry on its behalf: Prior to the receipt of each check, you have provided clear and conspicuous notice to the Receiver (1) that receipt of the check is authorization for payment as a check transaction or for a one-time ACH Debit to the Receiver's Account; (2) that funds may be withdrawn from the Receiver's Account the same day payment is made; (3) that the Receiver will not receive the check back from the Receiver's financial institution; and (4) of your phone number for inquiries regarding BOC Entries.

1. You have established reasonable policies and practices for enabling a Receiver to opt out of check conversion for a specific checking Account.

2. Each check is eligible as a source document under NACHA Rules to be collected through an ARC or BOC Entry.

3. The amount of the entry, the routing number, the Account number, and the check serial number are in accordance with the source document.

4. The source document to which the ARC or BOC Entry relates will not be presented for payment.

5. You have established policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction.

6. You shall use commercially reasonable methods to securely store the banking information relating to the ARC or BOC Entry.

7. You shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver's source document for two (2) years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to us upon request.

8. For BOC Entries, you have employed commercially reasonable procedures to verify the identity of each Receiver of BOC Entries.

9. For BOC Entries, you maintain a working telephone number that is answered during your normal business hours for Receiver inquiries regarding BOC Entries

Point-of-Purchase Entries.

NACHA Rules allow you to initiate a Debit Entry to a Receiver's Account for in-person purchase made by check at the point of purchase ("POP Entry"). In the event that you initiate a POP Entry with WTB, you agree that such POP Entry will comply with all provisions of the Agreement and applicable ACH Rules, and make the following additional representations and warranties regardless of which entity initiates the POP Entry on its behalf:

1. You have posted a notice in a prominent and conspicuous location at the point-of-purchase and provided the Receiver with a written notice of same (1) that when a check is provided as payment, it is authorization for payment as a check transaction or for a one-time ACH Debit to the Receiver's Account; and (2) that funds may be withdrawn from the Receiver's Account the same day payment is made.

2. Each check is eligible under NACHA Rules to be collected through a POP Entry and the Receiver has not opted out of check conversion.

3. You have returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided or provided by the Receiver for use in a prior POP Entry.

4. You have obtained the Receiver's authorization and provided a copy of it to the Receiver, which authorization: (1) is in writing and signed or similarly authenticated by the Receiver; (2) is readily identifiable as an ACH debit authorization; (3) clearly and conspicuously states its terms; and (4) states that the check will not be processed.

Third-Party Vendors.

If you initiate Entries through a third-party vendor or processor ("Vendor"), Vendor is the agent of you. If you use a Vendor, you shall be deemed to have authorized us to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came directly from you. You shall be responsible for ensuring that such Vendor fully complies with the ACH Rules and the Agreement, as amended from time-to-time. We are not responsible for the acts or omissions of Vendor and you agree to be liable for and hold WTB harmless from any losses caused by the acts or omissions of the Vendor

Third-Party Sender.

If you are transmitting Entries as a third-party vendor or processor on behalf of Originators ("Third-Party Sender"), you agree to be bound by the applicable terms provided in this Section and NACHA Rules. You warrant to us that the Originator has agreed to assume the responsibilities of an "Originator" under NACHA Rules and that ACH Entries shall not be initiated in violation of laws of the United States. You represent that you have executed an ACH agreement with each Originator and that the agreement binds the Originator to the NACHA Rules. We may review your, or any Originator's, compliance with this agreement and NACHA Rules. You shall, upon request, provide to us any such information as we may require performing such a review. You shall provide us with the list of Originators, copies of the agreements, and other information deemed reasonably necessary to identify the Originators within two (2) Business Days of our request. We reserve the right to review the list of Originators for which you are transmitting the Entries and to reject any in our sole discretion. We may terminate or suspend your ACH service, or ACH services for any Originator, for breach of NACHA Rules. As Third-Party Sender, you agree to indemnify, defend and hold us harmless from and against any and all claims, demands, expenses, losses, liabilities and damages, including reasonable attorneys' fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator to perform its obligations as an "Originator" under NACHA Rules. You further agree to assume all applicable responsibilities, warranties and liabilities of the "ODFI" (Originating Depository Financial Institution), as specified in the NACHA Rules. You shall cooperate fully and respond within five (5) Business Days to any inquiry from us relating to potential NACHA Rule inquires or violations.

ACH Block and ACH Positive Pay.

If requested by you and agreed to by both of us, we will provide Automated Clearing House (ACH) Services related to processing your Debit Entries and/or Credit Entries on the basis of our ACH Block or ACH Positive Pay Services.

You understand that our ACH Block and ACH Positive Pay Services will also cause the rejection of paper checks which have been converted to electronic form, per the National Automated Clearing House Association (NACHA) rules, and that those items may be returned to check payees. You agree to take appropriate steps to assure that persons making purchases with checks drawn on your designated Accounts do not permit the conversion of such checks into electronic form. You acknowledge that our ACH Block and ACH Positive Pay Services will not affect any paper draft or check, including so-called "pre-authorized" or demand drafts. You further agree to indemnify us against any loss, including service fees and interest penalties, resulting from: (a) the return of an ACH Debit, including any ACH Debits for

federal or state tax payments, which you have not specifically authorized for payment; and/or (b) the return of an ACH Credit, including any ACH Credits for your account receivables, which you have not specifically authorized.

1. **ACH Debit Block.** Under the ACH Debit Block, you have instructed us to not permit any inbound ACH debit entries against your Accounts, so we will, in accordance with this section, return all ACH debit entries to the originator if you have authorized ACH Debit Block. You represent and warrant to us that you have not, and during the period of this service will not, authorize anyone to transmit ACH debits against your designated Accounts.

2. **ACH Credit Block.** Under the ACH Credit Block, you have instructed us to not permit any inbound ACH credit entries against your Accounts, so we will, in accordance with this section, return all ACH credit entries to the originator if you have authorized ACH Credit Block. You represent and warrant to us that you have not, and during the period of this service will not, authorize anyone to transmit ACH credits against your designated Accounts.

3. **ACH Positive Pay.** If requested by you and agreed to by both of us, we will grant access to our system in the manner agreed to by us for the purpose of your use of WTB's ACH Positive Pay Service ("ACH Positive Pay"), which is an Internet Service whereby we will provide Internet-based access to you to assist in protecting yourself from losses resulting from unauthorized ACH debits and/or ACH credits. Under ACH Positive Pay, we will permit and process only ACH debit entries and/or ACH credit entries from originating companies that you specifically authorize. You can establish additional conditions with regard to maximum amount and ACH Standard Entry Class code. (a) You will provide authorization for incoming ACH debits in the following ways: (1) by providing a list of originating companies during initial setup or later amendment to the service; and (2) by choosing to pay an item presented as an exception in ACH Positive Pay. We will pay and debit the Account for each ACH Debit Entry you authorize. The ACH Positive Pay Exceptions Report will include all ACH debit entries you have not previously authorized. On each Business Day, ACH Debit Entry exceptions that you have not previously authorized will be provided to you online via the ACH Positive Pay service. You are responsible for informing yourself of such exceptions by accessing the daily ACH Positive Pay Exception report using the ACH Positive Pay service, or if that Internet-based system is not available, by telephone. We shall not be required to contact you by any other means. (b) You will provide authorization for incoming ACH credits in the following ways: (1) by providing a list of originating companies during initial setup or later amendment to the service and (2) by choosing to authorize and approve an item presented as an exception in ACH Positive Pay. We will accept and credit the Account for each ACH Credit Entry you authorize. The ACH Positive Pay Exceptions Report will include all ACH credit entries you have not previously authorized. On each Business Day, ACH Credit Entry exceptions that you have not previously authorized will be provided to you online via the ACH Positive Pay service. You are responsible for informing yourself of such exceptions by accessing the daily ACH Positive Pay Exception report using the ACH Positive Pay service, or if that Internet-based system is not available, by telephone. We shall not be required to contact you by any other means.

4. **"Pay", "Accept"** or **"Return"** Instructions. On any Business Day that an ACH Positive Pay Exceptions Report is posted by us and prior to the daily cut-off time established by us, you shall instruct us through ACH Positive Pay, or if that Internet-based system is not available, by telephone, to "Pay" or to "Return" any ACH Debit Entry or to "Accept" or to "Return" any ACH Credit Entry you have not previously authorized. (a) We will execute your "Pay" or "Return" instructions regarding any such ACH Debit Entry if we have received your instruction before our established cutoff time. In the event, a "Pay" or "Return" instruction is not received from you by the deadline, we shall be authorized by you to not pay and return said ACH Debit Entry as unauthorized. (b) We will execute your "Accept" or "Return" instructions regarding any such ACH Credit Entry if we have received your instruction before our established cutoff time. In the event a "Accept" or "Return" instruction is not received from you by the deadline, we shall be authorized by you to not accept and return said ACH Credit Entry as unauthorized.

5. **Security Procedures.** You warrant that no individual will be allowed to initiate “Pay”, “Accept” or “Return” instructions in the absence of proper supervision and safeguards. You will take responsible steps to maintain the confidentiality of any security codes, devices, instructions or information we have provided in connection with the Services agreed to hereunder. If you believe or suspect that any such security codes, device, information or related instructions are known or suspected to have been accessed by unauthorized persons, you shall notify us immediately and take immediate corrective steps to mitigate the negative impact of such activity.

WTB PAYMENT PORTAL

WTB Payment Portal makes it easier for businesses, nonprofits and other organizations to accept online payments or donations. The secure hosted payment acceptance portal allows processing of payments from ACH and Merchant Services. The landing page is custom branded and will have the look and feel of your website. WTB Payment Portal is subject to all general and online Terms & Conditions.

Processing, Collections, and Availability of Funds.

We will process and deposit payments in accordance to our standard procedures and ACH processing schedule. Unless otherwise agreed, all collected funds held in the Account shall be deemed to be your funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items under the WTB Payment Portal services will be subject to the same Terms & Conditions and funds availability schedule as applies to other deposits and ACH transactions.

Fees.

Unless otherwise agreed by us in writing, you agree to pay any fees, charges and assessments provided in the most current fee schedule. These charges will be automatically deducted from your Account. WTB will provide you with a monthly notice of any charges to your Account. Please refer to the fee schedule for more information. You may charge your customer a convenience fee on each transaction to cover the transaction and interchange fees. The user making a payment will be charged the convenience fee when making a payment. This convenience fee will be deposited in your Account along with the principal amount of the payment.

Sharing of Your Information.

You authorize us to display your business name, contact information, logo, and other branding elements on your personalized WTB Payment Portal page for the purpose of enabling others to recognize and transact with you using WTB Payment Portal. You understand that this information will be visible to anyone who visits your WTB Payment Portal page.

The information on your WTB Payment Portal page must not mislead or deceive others as to your identity. Additionally, the content on your page must not be profane, offensive or defamatory, or infringe intellectual property or other rights of third persons. We may require you to change details you include on your WTB Payment Portal page, or to suspend your WTB Payment Portal page, in our sole discretion.

Indemnification.

If a third-party claims that any part of your branding, intellectual property, or general information used on your WTB Payment Portal page infringes that party’s patent, copyright, trademark, or other rights, or if a third-party makes claims relating to your use of WTB Payment Portal, you will defend and hold us harmless against those claims at your expense and pay all costs, fees, damages, and attorney’s fees.

WIRE TRANSFER SERVICES

In order to be eligible to initiate and receive Wire Transfer Services, both parties shall have entered into our Agreement for Wire Transfer Services and/or Addendum related to Wire Transfer Services and all other related documentation we require (collectively, the “Wire Transfer Agreement”). You authorize us to transfer funds to and/or from any Accounts which are designated in this Agreement or the properly completed and signed forms attached to this Agreement. We, subject to our then current security procedures, will execute wire transfers in accordance with Requests from authorized customer representatives (Authorized Representatives/Signers on Signature Card) whether such Requests are written, oral, telephonic, or by approved electronic delivery

methods (except as mode of Request is limited by this or any other written agreement with WTB). Funds must be available in the Account specified in the Request at the time the Request is made. We will not search for funds in Accounts other than the one(s) specified in the Request.

1. **Authorized Users.** You will designate to us in a separate Wire Transfer Agreement and/or Addendum, hereby incorporated by reference, related to Wire Transfer Services the Authorized Users who are authorized by you to instruct us regarding Wire Transfer Services, including, without limitation, initiating payment orders and selecting notification methods, confirmation methods, and giving any or all authorizations and instructions that may be requested by us. We may rely on any such designation of an Authorized User until you have revoked it in writing and we have had a reasonable time to process any such revocation.

2. **Fedwire Notice.** In connection with your use of this service, we notify you of the following:

    i. We may use Fedwire when acting upon your Request.

    ii. Any subsequent bank may use Fedwire when carrying out your Request.

    iii. The rights and obligations of both of us in a wire transfer intended to carry out your Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.

3. **Wire Transfer Notification.** Wire Transfer Notifications for outgoing wire transfers, and incoming wire transfers, will be sent by the delivery method selected and agreed to on the separate Wire Transfer Agreement and/or Addendum related to Wire Transfer Services.

4. **International Wire Transfers.** Wire Transfers across country borders are customarily done by us through a correspondent. Any fee, commission or charges assessed by the correspondent shall be passed on to you. Payments of wire transfers in a foreign country are subject to the laws of the foreign country involved. We assume no liability for delays, non-delivery or other events resulting from causes beyond our control. In refunding unexecuted wire transfer payment orders, we shall be liable to you only to the extent you receive payment from the correspondent financial institution processing the wire transfer. Cancellation of a wire transfer involving currency other than domestic is subject to any rate exchange loss as we determine. You agree to settle any Cancelled wire transfer payment order to us at the then current applicable foreign currency buy rate.

Security Procedures.

We both shall mutually agree to use security procedures as established by us regarding Wire Transfer Services, including, if we deem it appropriate under the circumstances, the implementation of a dual-control environment in your business operations related to wire transfer authorizations and confirmations. You acknowledge and agree that you have been informed of and understand our security procedures. You agree that any agreed security procedures shall be deemed commercially reasonable. You understand that the security procedures are not for the purpose of detecting errors in the transmission or content of a wire transfer instruction or payment order you control. You agree to be bound by any wire transfer instruction and payment order sent in your name that we processed in compliance with the

agreed security procedures, whether or not such instruction or payment order was actually authorized by you. If we in good faith believe that changes in security procedures are immediately necessary to reduce the risk of an unauthorized funds transfer, we may initiate such changes immediately and give you notice as soon as practical. You and your Authorized Representatives and Authorized Users shall maintain the highest possible level of confidentiality with regard to security codes, test code procedures, tokens, other security devices and other aspects of these security procedures and will take all steps necessary to prevent access to them by unauthorized persons.

Inconsistent Names and Account Numbers.

A beneficiary's bank (including us when we are the beneficiary's bank) may make payment to a beneficiary based solely on the Account or other identifying name or number. We or an intermediary bank may send a wire transfer payment order to an intermediary bank or beneficiary's bank based solely on the bank identifying number. We, any intermediary bank and any beneficiary's banks may do so even if the wire transfer payment order includes names inconsistent with the Account or other identifying number as long as the inconsistency is not known by us or such other bank. Neither we nor any other bank has a duty to determine whether a wire transfer payment order contains an inconsistent name and/or number. With respect to incoming wire transfers that do not include an Account number recognizable to us, we may return the wire transfer to the sending financial institution without incurring any liability to you.

Routing/Time Deadlines.

We may use means and routes that we think in our own discretion are suitable for each outgoing wire transfer. We will establish from time-to-time a specific time of day after which we will not accept an incoming wire transfer payment order to be processed on the day of receipt. Payment orders received after our established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that our wire department is not open, will be considered received on the next Bank Business Day.

Wire Transfer Payment.

1. **Communication.** You may communicate a wire transfer payment order to us by the means and manner agreed to between the parties in a separate Wire Transfer Agreement, which is hereby incorporated by reference.

2. **Content of Wire Transfer Payment Orders.** You will supply to us any information we may reasonably request regarding any wire transfer payment order you initiated, including, without limitation, money amounts, affected Accounts, dates of transfer, the beneficiary's name and account number, the name and routing number of the beneficiary's financial institution, such additional information as we may reasonably request and, if necessary, further evidence of any Authorized Representative or Authorized User's authority to transfer funds or to do any other act contemplated by this Service.

3. **In submitting any Digital Banking Request**, you shall be responsible for providing all information we require. You bear sole and exclusive responsibility to verify that the information set forth in Requests submitted to us is authentic and accurate. The Services hereunder are only designed to respond to information you provide. Accordingly, any inaccuracy in any information you provide may result in unintended processing by us. We bear no responsibility for detecting or reporting any error in data you supplied and shall not be liable to you for any information provided by you with respect to a Request which is inaccurate, incomplete or otherwise incorrect. We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary.

4. **Execution of Wire Transfer Payment Orders.** You authorize us to execute and charge your Account(s) with us for wire transfer payment orders delivered to us in accordance with the Wire Transfer Agreement, these Terms & Conditions, and the Agreement. We have no obligation to

execute a wire transfer payment order if your Account to be charged has insufficient collected and available funds to cover the wire transfer payment order.

5. **Processing Wire Transfer Payment Orders.** The order in which we process wire transfer payment orders is determined solely by us. You do not have the right to reverse, adjust or revoke any wire transfer payment order after we have received it, provided, however, that we will make a reasonable effort to act on your request. With respect to a wire transfer payment order already transmitted to the beneficiary's financial institution, we shall, at your request, request the financial institution to return funds previously transferred. You understand that the receiving institution is under no legal obligation to comply with this request.

6. **Rejection of Wire Transfer Payment Orders.** We may reject a wire transfer payment order from you if such wire transfer payment order is not initiated in accordance with the applicable security procedures, if there is any inconsistency between a wire transfer payment order and information previously supplied to us, if we are unable to obtain satisfactory confirmation of such wire transfer payment order, if there are insufficient collected funds in your specified Account to fund the wire transfer payment order, or if we have other reasonable grounds not to honor the wire transfer payment order. We will notify you of a rejected wire transfer payment order by means agreed to between parties in a separate Wire Transfer Agreement. We may also reject an incoming wire transfer payment order if we have reasonable grounds to do so.

7. **Repetitive Wire Transfer Payment Orders.** If you request and we agree, you may initiate a repetitive wire transfer payment order, which is one where you pre-program the beneficiary, the beneficiary's financial institution, and the Accounts to be debited and credited, and such information remains constant for subsequent wire transfer payment orders. You shall provide us with the necessary information to execute the repetitive wire transfer payment order, including, without limitation, (1) the dollar amount to be transferred or the desired post-transfer remaining Account balance; and (2) the frequency of the order and the day of week or month when the wire transfer payment order is to be executed. You are responsible for maintaining wire transfer templates located within the Digital Banking Applications including addition, modification and deletion of wire transfer templates. You may terminate a repetitive wire transfer payment order initiated outside of Digital Banking Applications at any time, upon us receiving from you a written termination notice within a reasonable time for us to act on such notice.

Confirmation of Outgoing Wire Transfer.

1. **Confirmation Method.** We may require confirmation of wire transfer payment orders. We both shall agree to the method of confirming wire transfer payment orders received from you. You shall designate Authorized Users to confirm wire transfer payment orders. We recommend a minimum of three (3) potential Authorized Users to confirm wire transfer payment orders and that Authorized Users serve as an initiator or a confirmer, but not both.

2. **Waiver of Confirmation.** We advise you not to waive confirmation. If , however, you choose to waive confirmation, you agree to be liable for all outgoing payment orders, except those wire transfer payment orders where (1) you are able to conclusively prove that the unauthorized transfer could not have been prevented by the use of confirmation procedures; (2) we are unable to produce any evidence that the unauthorized transfer could have been prevented by the use of confirmation procedures; and (3) you are not otherwise liable for the transfer under this Agreement, or applicable law. You acknowledge that not using confirmation procedures substantially increases your risk of liability for an unauthorized wire transfer.

3. **Confirmation of Wire Transfers Initiated Through our Digital Banking Application.** The confirmation of wire transfer payment orders initiated through our Digital Banking Application shall be verified and approved by you prior to being transmitted to us. All Digital Banking wire transfer payment orders shall be initiated in accordance with the security procedures established for Digital Banking Services.

4. **Bank Enforced Dual Control. Dual Control requires two users to complete a wire transfer.** When Dual Control is enabled, it prevents a single user from creating, then initiating or transmitting a wire transfer. With this service, one user initiates a wire and a second user approves the wire. Additionally, if a user has access to initiate and approve a wire, the user could either initiate OR approve, but will never be authorized to do both. The setup is at the Washington Trust Bank Wires ID level. When enabled, it will be for all users with credentials to conduct online wire transfer.

5. **Security Manager.** Security Manager is an additional layer of multi-factor authentication within our Digital Banking Service. When Security Manager is enabled, the user is required to register their mobile telephone number and the name of the mobile carrier. When the user conducts a wire transaction online, a one-time passcode (OTP) is sent via text message to the user's registered mobile device and the user enters the OTP on the authentication window. Standard text messaging rates may apply.

ACH ELECTRONIC DATA INTERCHANGE (ACH EDI)

EDI Requests.

EDI data is an extension of the NACHA addenda payment information for originating and receiving financial institutions. Electronic Data Interchange (EDI) gives businesses a standard format for exchanging information computer to computer. With Associated Bank's EDI Reporting, supporting data for Automated Clearing House (ACH) payments is sent directly to your company (e.g. – Sending an ACH payment including invoice information). The invoice information would be sent along with the ACH payment via EDI). Incoming EDI information can be found through Business Digital Banking legacy reporting or through the Federal Reserve's email service. WTB does not have access to or offer support for the Federal Reserve email service, customers would need to contact the Fed for assistance.

Security Procedures.

You will comply with all security procedures established for Services that you access through EDI. For some Services, such as ACH, you may establish alternative, comparable security procedures for accessing such Services in an EDI environment. You are solely responsible for maintaining your own internal security procedures to prevent errors or unauthorized access to your computer systems by unauthorized employees, vendors or customers. We have no responsibility for the security procedures employed by the Customer's trading partners.

POSITIVE PAY, PAYEE POSITIVE PAY AND REVERSE POSITIVE PAY SERVICES.

Positive Pay Services provide you the ability to help protect you from losses resulting in unauthorized, counterfeit or altered checks. Positive Pay is available in two forms – Positive Pay and Reverse Positive Pay.

Positive Pay.

You will provide WTB with Check Issue Data at an agreed time and in agreed form. We will only pay checks that match the provided Check Issue Data. Once WTB has compared checks it receives to the Check Issue Data, it will pay matching checks. In addition, WTB will create an Exceptions Report listing checks that were presented for payment which do not match the Check Issue Data.

Payee Positive Pay.

If requested by you and agreed to by both of us, we will provide the add-on Payee Positive Pay Service, whereby check payee names will be verified in the positive pay matching process. Your item stock shall

first be tested to ensure it meets our payee name readability rate. You shall designate to us all positive pay accounts that shall use Payee Positive Pay. In addition to the item issue information, you shall also supply us with the payee name(s) for each item issued by you. You shall be responsible for the accuracy and completeness of the payee information provided to us. In reliance on the payee information you provided, we will compare the payee information on the item with your Check Issue Data for items presented or deposited at WTB. Such comparisons that result in a minimum matching score will be deemed to be a Matching Check. You are responsible for observing best practices in order to obtain the highest level of performance from the payee name verification. You acknowledge that we will not be able to validate payee information for electronically converted items presented to us for payment.

Check Issue Data.

Each Business Day, on or before the deadline set forth in the Agreement and/or Addendum related to the Positive Pay Service, you will provide WTB with the complete Check Issue Data for that Business Day. Check Issue Data means the account number, issue date, check serial number, and amount of all checks listed by the Customer on the Account in a given Business Day. The Check Issue Data will be provided electronically to WTB in the format, by the deadline(s), and at the place(s) specified by WTB in the Addendum related to the Positive Pay Service or as otherwise specified by us. You are solely responsible for the information provided in the Check Issue Data. WTB is under no obligation to identify errors in the Check Issue Data and has no liability for paying or not paying checks based on the information you provide in the Check Issue Data.

Payment of Matching Checks to Check Issue Data.

Once we receive the Check Issue Data, we will utilize such data to match checks we receive to checks listed on the Check Issue Data. If a check matches the Check Issue Data, the check will be paid. If the check does not match, it will be placed on the Exceptions Report. On any Business Day that an Exceptions Report is posted by us and prior to the daily cut-off time established by us, you shall instruct us through Positive Pay, or, if that Internet based system is not available, by telephone, to “Pay” or to “Return” any check you have not previously authorized. We will execute your “Pay” or “Return” instructions regarding any such check if we have received your instructions before our established cutoff time. In the event, a “Pay” or “Return” instruction is not received from you by the deadline, we shall be authorized by you to not pay and return said check as unauthorized. You agree to indemnify WTB against any claim from a third party regarding a decision to either pay or not pay a check.

Request Copies or Images of Checks.

We will attempt to provide you a copy of a Matching Check at your request. We will use reasonable efforts to provide you a copy prior to the cutoff time for the decision on paying or not paying a check. We are not obligated to provide you a copy of the Matching Check and are not liable if we are not able to do so. If you request a copy of a Matching Check, but do not instruct WTB to return Matching Check by the cut-off time for WTB to pay or return the Matching Check, we are authorized by you to make final payment of the Matching Check and charge it to the Account in accordance with the Check Issue Data.

Reverse Positive Pay.

All checks presented to WTB are identified as “exceptions” and are provided to you in the Exceptions Report. Once you receive the Exceptions Report, it is your responsibility, prior to the cutoff time set by WTB, to review it and make an Exception Decision to either “Pay” or “Not Pay and Return” the checks. If you fail to make an Exception Decision prior to the applicable cut-off time for the Positive Pay Services, the checks that are exceptions will be automatically paid.

Checks with Posting Errors.

From time-to-time WTB may receive checks that contain posting errors from another financial institution. WTB will use reasonable efforts to correct such checks presented for payment against the Customer’s

Account. However, the Customer is responsible for notifying WTB in circumstances when a check posting error is presented in the Exceptions Report.

Not a Substitution for Stop Payment.

Positive Pay Services will not be used as a substitute for WTB's Stop Payment Service. You agree to follow our standard stop payment procedures if you desire to return a check that was validly issued, and to delete such check from the Check Issue Data if you have elected the Positive Pay Service.

Bank's Right to Return Checks.

Nothing in this Agreement regarding the Positive Pay Services will limit our right to return any matching or other check that you have authorized us to pay under the Positive Pay Services, if WTB determines in its sole discretion that the check is not properly payable for any reason (without WTB's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected and available funds in the Account to pay it. Each check WTB returns in accordance with the Agreement will be deemed not to be properly payable.

DEPOSIT SERVICES

Remote Deposit Capture Services.

Remote Deposits allow you to image checks and other drafts received in your locations and create electronic Check Images for deposit to your Accounts in lieu of bringing the original check to WTB. Remote Deposits require you to have a Washington Trust Bank Account and access to our Digital Banking Application and Services. You will also need a scanner that is compatible with Remote Deposit Capture Services.

Authorization to Make Remote Deposits to Your Accounts.

You authorize WTB to deposit funds into your designated Accounts when requested to do so in an Instruction. Funds will be deposited in accordance with mutually agreed-upon security procedures. Such procedures are solely for the purpose of verifying the origination (but not errors in transmission or content) of Remote Deposits. You agree that any such procedures are commercially reasonable. If a Remote Deposit received by WTB purports to have been transmitted or authorized by you and you have acted in compliance with such security procedures, then the Remote Deposit is deemed effective, and you are obligated with respect thereto. You agree that items deposited using Remote Deposit are subject to the Uniform Commercial Code just as if those items had been deposited in paper form.

Special Representations & Warranties.

You represent and warrant to us for each Remote Deposit:

1. You will use Remote Deposit only for items that are payable to or endorsed or deposited by you and that are not ineligible for deposit for any reason.

2. You will only deposit checks made payable to your business into your business accounts. Commercial checks made payable to your business cannot be deposited into your personal accounts at WTB. In the event a check is deposited into your personal account, WTB will provide You with one (1) warning. In the event you deposit a check in to your personal account a second time, WTB will remove Your personal accounts from Remote Deposit Checking.

3. You will maintain control and responsibility for the retention and destruction of original items. In that regard you are responsible for the safekeeping of all original items and other sensitive information in accordance with applicable law, commercially reasonable industry standards and the rules agreed to in this Agreement.

4. You agree to notify us immediately if duplicate items are transmitted using Remote Deposit or if a duplicate deposit is made at another financial institution. You agree to cooperate with us to identify duplicate items.

Format of Remote Deposits.
You agree to submit Check Images to us in such format, and with such associated check information, as we may specify. Check Images will be deemed to have been accepted by WTB for deposit into the designated Account on the date that the deposit is confirmed by WTB. We reserve the right to reject any single Check Image or group of Check Images for any reason, before or after such confirmation. You agree that we, at our sole discretion, may process Remote Deposits at times and in any order convenient to us. WTB is not liable for failure to process any Remote Deposit for which you have not provided complete information or which would violate this Agreement. Remote Deposits are subject to the daily cut-off time established by WTB. Any Remote Deposit received by us after our daily cut-off time may be processed on the next Business Day. Availability of Remote Deposited funds is based on WTB's normal funds availability schedule, as if the Check Images had been deposited as paper checks, and as such funds availability schedule is amended from time-to-time. You are responsible for verifying the actual availability of funds following any Remote Deposit.

Negotiation of Remote Deposits.
You agree that WTB may select any means for the transmission of Check Images for presentment and payment that it considers suitable, including but not limited to Automated Clearing House (ACH) transfers, electronic presentment and/or presentment of paper "substitute checks." We may process such Check Images directly, through one or more clearinghouses, or through any other mechanism selected by us. Your rights and obligations with respect to such entries are governed by applicable law and the NACHA Rules.

Bank's Reliance on Your Data.
In performing Remote Deposits, we will be entitled to rely on the data that you have electronically provided to us. You must provide the data in the format, by the deadline(s), and at the place(s) specified by us. You are responsible for all losses arising out of or relating to inaccurate or defective data including Check Images having poor quality and/or poor usability. WTB has no obligation to review the Check Images or data that you submit for errors or for image quality.

Timeliness of Deposit of Check Images.
We will use good faith and ordinary care to process the Check Images and related data to WTB in a prompt fashion, but we are not liable for temporary failure to provide timely access to WTB's system or for processing such Check Images in the event such access is unavailable. In such event, you are responsible for carrying out your banking business through alternative delivery channels. We are not liable for any inaccurate or incomplete Check Images or data with respect to transactions that have not been completely processed or verified by you prior to transmittal to WTB's system. Information we provide you in respect to all transactions is provided solely for your convenience, and you have no recourse against WTB as to use of such information.

Disposition of Imaged Items.
You agree that all items belong to you and not to us. After receipt by WTB of any transmission of Check Images for deposit into your Account, we will acknowledge by electronic means the receipt of your transmission. Your electronic transmission is subject to proof and verification. If you do not receive a notice of receipt, you agree to contact your Bank representative. You agree to retain all Check Images after validation, in accordance with commercially reasonable standards and with your internal procedures, for fourteen (14) calendar days or for such time as required by law, statute, or regulation. Thereafter, in a commercially reasonable manner, you will destroy the originals of all Check Imaged items.

Responsibility for Multiple Deposits of Same Item.
You agree to implement commercially reasonable procedures to ensure that no item is deposited more than once via electronic or other means, either with us or with another financial institution, whether

intentionally or unintentionally, whether as a result of fraud or for any other reason. You agree that the aggregate amount of any items which are deposited more than once will be debited to your designated Account(s), and to the extent funds in your Account(s) are insufficient, we may debit any other Account as determined by us in our sole discretion. You further agree that you are solely responsible for the processing and handling of any original items which are imaged or deposited using the Remote Deposit and you assume all liability to the drawer of any item imaged using Remote Deposit or liability arising from our printing of any substitute check from those images.

ELECTRONIC FILE DEPOSIT SERVICES.

The Electronic File Deposit ("EFD") Service allows you to create remote electronic deposits. However, instead of using a scanner, the deposits are created using computer software and creating an electronic file that is compatible for upload to our system.

Authorization to Make EFDs to Your Accounts.

You authorize WTB to deposit funds into your designated Accounts when requested to do so in an Instruction. Funds will be deposited in accordance with mutually-agreed upon security procedures. Such procedures are solely for the purpose of verifying the origination (but not errors in transmission or content) of EFD. You agree that any such procedures are commercially reasonable. If an EFD received by WTB purports to have been transmitted or authorized by you and we have acted in compliance with such security procedures, then the EFD is deemed effective, and you are obligated with respect thereto. You agree that items deposited using the EFD Service are subject to the Uniform Commercial Code just as if those items had been deposited in paper form.

Special Representations & Warranties.

You represent and warrant to us for each Express Electronic Deposit:

1. You will use EFD only for items that are payable to or endorsed or deposited by you and that are not ineligible for deposit for any reason.

2. You will maintain control and responsibility for the retention and destruction of original items. In that regard you are responsible for the safekeeping of all original items and other sensitive information in accordance with applicable law, commercially reasonable industry standards and the rules agreed to in this Agreement.

3. You agree to notify us immediately if duplicate items are transmitted using Express Electronic Deposits service or if a duplicate deposit is made at another financial institution. You agree to cooperate with us to identify duplicate items.

Format of EFD.

You agree to submit data to us in such format, and with such associated deposit information, as we may specify. Deposit data will be deemed to have been accepted by WTB for deposit into the designated Account on the date that the deposit is confirmed by WTB. We reserve the right to reject any single item or group of items for any reason, before or after such confirmation. You agree that we, at our sole discretion, may process EFDs at times and in any order convenient to us. WTB is not liable for failure to process any EFD for which you have not provided complete information or which would violate this Agreement. EFDs are subject to the daily cut-off time established by WTB. Any EFD received by us after our daily cutoff time may be processed on the next Business Day. Availability of EFD Service deposited funds is based on WTB's normal funds availability schedule, as if the funds had been deposited as paper checks, and as such funds availability schedule is amended from time-to-time. You are responsible for verifying the actual availability of funds following any EFD.

Negotiation of EFDs.

You agree that WTB may select any means for the transmission of EFD items for presentment and payment that it considers suitable, including but not limited to Automated Clearing House (ACH) transfers, electronic presentment and/or presentment of paper "substitute checks." We may process such EFDs directly, through one or more clearinghouses, or through any other mechanism selected by us. Your rights and obligations with respect to such entries are governed by applicable law and the NACHA Rules.

Bank's Reliance on Your Data.

In performing the EFD Services, we will be entitled to rely on the data that you have electronically provided to us. You must provide the data in the format, by the deadline(s), and at the place(s) specified by us. You are responsible for all losses arising out of or relating to inaccurate or defective data. WTB has no obligation to review the data that you submit for errors.

Timeliness of Deposit of EFDs.

We will use good faith and ordinary care to process the EFD data in a prompt fashion, but we are not liable for temporary failure to provide timely access to WTB's system or for processing such EFD data in the event such access is unavailable. In such event, you are responsible for carrying out your banking business through alternative delivery channels. We are not liable for any inaccurate or incomplete data with respect to transactions which have not been completely processed or verified by you prior to transmittal to WTB's system. Information we provide to you with respect to all transactions is provided solely for your convenience, and you have no recourse against WTB as to use of such information.

Disposition of Original Items.

You agree that all original items belong to you and not to us. After receipt by WTB of any transmission of EFDs into your Account, we will acknowledge by electronic means the receipt of your transmission. Your electronic transmission is subject to proof and verification. If you do not receive a notice of receipt, you agree to contact your Bank representative. You agree to retain all original items after validation, in accordance with commercially reasonable standards and with your internal procedures, for fourteen (14) calendar days or for such time as required by law, statute, or regulation. Thereafter, in a commercially reasonable manner, you will destroy the originals items.

Responsibility for Multiple Deposits of Same Item.

You agree to implement commercially reasonable procedures to ensure that no item is deposited more than once via electronic or other means, either with us or with another financial institution, whether intentionally or unintentionally, whether as a result of fraud or for any other reason. You agree that the aggregate amount of any items which are deposited more than once will be debited to your designated Account(s), and to the extent funds in your Account(s) are insufficient, we may debit any other Account as determined by us in our sole discretion. You further agree that you are solely responsible for the processing and handling of any original items which are imaged or deposited using the Remote Deposit Capture Service and you assume all liability to the drawer of any item imaged using the Remote Deposit Capture Service or liability arising from our printing of any substitute check from those images.

LOCKBOX SERVICES

Lockbox Services allow WTB to assist you in expediting receipt of your remittances. You will have your customers forward their payments to the location designated by WTB ("Lockbox").

Authorizing WTB Access to Your Mail.

You authorize WTB to establish, at your expense, a post office box address where your clients may mail payments. You also authorize WTB to pick up mail from such post office box, have custody of the keys or combinations for such post office box, have unrestricted and exclusive access to such post office box,

and to collect the mail therein to be processed. WTB will charge your designated Account for payment of all initial and all renewal rental fees for such post office box. We will process remittances received in the post office box, in accordance with your Instructions. Upon termination of your Lockbox Service, mail received at such post office box will be forwarded to your address in our file for sixty (60) days following termination.

Collections and Availability of Funds.

Unless otherwise agreed, all collected funds held in the Account shall be deemed to be your funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items under the Lockbox Services will be handled using the same processes and under the same Terms & Conditions as are applied to other deposits and shall be subject to WTB's funds availability schedule.

Lockbox Processing.

You authorize WTB to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. We will not examine checks or other items with respect to payee names, check dates and check signatures. We are not required to retain remittance envelopes or forward them to you. We will disregard any notation containing "paid in full" on any check, whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. We will process, endorse and deposit remittances in accordance with our standard procedures. If we are unable to determine the amount of a check, such check will be forwarded to you as "not processed." WTB will deliver miscellaneous enclosures, non-processed items and remittance data in accordance with the Addendum associated with Lockbox Services.

Payment coupons and envelopes submitted to WTB for processing must meet the specifications designated by us from time-to-time. All changes in coupon and return envelope design are subject to prior testing and approval by WTB. We may adjust the price for processing your payments if changes are made to your coupons and/or envelopes (including coupon scan line configuration) without such prior approval. We will capture and balance all remittance payments received each Business Day in the Lockbox, and will create and transmit to you an electronic file of the remittance data for such Business Day. We will post and make available to you on the next Business Day within the Digital Banking Application, images of the remittance checks and payment coupons received in the lockbox and processed by us on the preceding Business Day. In addition, if you have entered into a merchant credit card account processing agreement with us, we will receive and process credit card payments received in the Lockbox, in accordance with our standard procedures for processing and depositing payments made via credit card. All such credit card payments shall be credited to the Account within forty-eight (48) to seventy-two (72) hours of receipt. We will prepare and provide you access to a report on the Lockbox Services portion of WTB, listing any rejected or declined credit card payments.

WTB will capture, format and send remittance data to you through data transmission in accordance with the Addendum associated with Lockbox Services. You will not use any form of prepaid business reply mail envelopes for your Lockbox remittances and will review any proposed envelope changes with WTB prior to use.

ACCOUNT MANAGEMENT SERVICES

Definitions

1. Excess Funds: the amount of available funds which exceeds the target balance as of the close of business on any business day.

2. Ledger Balance: the balance in the account at the end of the day as shown in the records of WTB, calculated by adding the deposits to and subtracting the withdrawals from the beginning balance of the day.

3. Collected Balance: the balance in the account at the end of the day as shown in the records of WTB, calculated by adding the deposits to and subtracting the withdrawals and any collectable float from the beginning balance of the day.

4. Target Balance: the amount of funds which the Customer desires to maintain in the Demand Deposit Account.

5. U.S. Currency: The terms “cash”, “coin” and “currency” as used herein shall refer to coin and currency of the United States. The Customer shall not deposit coin or currency of any other country.

6. Account: All deposits of currency, coin and checks will be credited to, and all withdrawals of currency, coin and checks will be debited against, the Customer’s deposit Account at WTB that the Customer has designated as being covered by the Services described herein.

7. “Available Funds” means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which WTB generally provides credit for deposited checks.

8. “Note” means any and all promissory notes, lines of credit, reducing revolver promissory notes or overline promissory notes that WTB has agreed will be subject to the TBBA Services described herein.

9. “Loan Document” means any loan agreement, security agreement, guaranty or other agreement, instrument or document which sets forth the terms of, secures or guarantees the Note.

10. “Deficiency Amount” means the amount by which the Target Balance exceeds the amount of Available Funds as of the close of business on any Business Day.

11. “Event of Insolvency” means any of the following: (i) the Customer or Guarantor shall die or cease to exist; (ii) any Guarantor shall attempt to revoke its guaranty or other obligation to WTB, or such guaranty or other obligation shall become unenforceable in whole or in part; (iii) any bankruptcy, insolvency or receivership proceeding, or any assignment for the benefit of creditors, shall be commenced under any federal or state law by or against the Customer or any Guarantor, (iv) the Customer or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) the Customer or any Guarantor is unable or admits in writing its inability to pay its debts as they mature.

12. “Excess Funds” means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance.

13. “Guarantor” means any guarantor, surety, accommodation party or joint obligor of the obligations of the Customer under the Note.

14. “Target Balance” means that amount of funds which the Customer desires to maintain in the Account and which is mutually agreeable to WTB and Customer from time-to-time.

15. “Transaction” means either a Loan Transaction or a Repayment Transaction.

16. eCash Orders: An automated basis the customer can order cash as a Withdrawal and designate the denominations of United States currency and coin to be delivered.

Cash Vault Services.

Processing Days.
WTB will provide processing Monday through Friday, except for holidays on which WTB is closed.

Carrier Service.
Any carrier service utilized to deliver or secure coin, currency, or other property to or from WTB will act as the agent of the Customer and not of WTB. The Customer will bear the entire risk of loss of coins, currency, or other property of the Customer when in the custody or control of the Customer's carrier service. The Customer represents and warrants to WTB that all insurance coverage of its carriers will name the Customer as beneficiary.

Representations and Warranties
The Customer represents and warrants to WTB that (i) all funds deposited with WTB will be the proceeds of, and all funds ordered and withdrawn from WTB will be intended for use in, the Customer's lawful activities, (ii) all of the Customer's transactions hereunder will be conducted solely on the Customer's behalf and not on behalf of any other person or entity, and (iii) the Customer shall provide WTB immediately, upon request, with any information, and otherwise shall cooperate with WTB in every way necessary in order to enable WTB to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

Bank Third-Party Vendor.
WTB from time-to-time may use any third-party vendor to receive the Customer's deposits, to deliver the Customer's coin and currency orders, or to perform any other services of WTB hereunder, WTB will provide the Customer with all necessary instructions for contact with such third party. WTB's use of such a third party shall not relieve WTB of its obligations hereunder.

Deposits:
The Customer shall supply and maintain disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers' instructions. The Customer will prepare deposits in good order as follows: (i) currency and coin will be accompanied by a deposit ticket fully completed by the Customer, (ii) currency will be banded with 100 notes of the same denomination whenever possible; (iii) deposits will be delivered by the Customer's certified armored carrier to the secured facility specified by WTB; and (iv) to receive same date credit, deposits must be made prior to the daily cut-off time established by WTB from time-to-time, and any deposits received by WTB after its daily cut-off time may be considered to have been received on the next Business Day.

WTB will process the Customer's deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposits that do not contain legible "Said to contain" deposit amounts on the deposit ticket are subject to delayed ledger credit of one Business Day: (iii) coins and currency will be counted and WTB's count will be the valid and controlling count; (iv) WTB will notify the Customer promptly by telephone of any deposit for which WTB's count varies from the Customer's count by $100.00 or more; and (v) if WTB's count varies from the Customer's count, a credit or debit adjustment will be made to the Account for the difference, and upon request, WTB will provide the Customer with any available information which may assist the Customer in reconciliation of the difference.

Deposited items will be deemed received on the day of delivery if WTB receives the deposit prior to WTB's established deadlines. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by the Customer shall be subject to verification and adjustment by WTB. WTB's verification shall be deemed correct and binding upon the Customer for all purposes, absent manifest error.

If the Customer chooses to pre-encode its checks or other items for deposit, the Customer agrees to comply with the pre- encoded deposit procedures and specifications as may be established and revised by WTB. The Customer shall be responsible for any of its encoding errors. WTB may treat certain deposits as un-encoded deposits if there is an unacceptable rate of encoding errors.

Withdrawals.
The Customer may order currency and coin from WTB as follows:

1. A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by WTB.

2. Orders for coin and currency may be placed no later than the cut-off time established by WTB from time-to-time for delivery.

3. WTB must be notified of any discrepancies pertaining to currency or coin orders within two (2) Business Days of receipt by the Customer of such currency or coin. The Customer must return documentation to back up outages such as strap, coin, wrapper and/or box.

eCash Orders:
The Customer must comply with all of WTB's policies and procedures regarding the placement and delivery of eCash Orders, including, without limitation, the maintenance of a designated Personal Identification Number ("PIN"). The Customer shall be responsible for maintaining the confidentiality of the Customer's PIN and restricting access to the system to Authorized Representatives and Authorized Users. All eCash Orders will be charged to the Account designated by the Customer. Only armored couriers may pick up eCash Orders directly from a cash vault designated by WTB. WTB may deliver any eCash Order to any individual that WTB reasonably believes to be the Customer's Authorized Representative or Authorized User. The Customer shall be responsible for any eCash Order after receipt thereof by the Authorized Representative or Authorized User. WTB may specify a daily eCash Order limit and the Customer agrees that it will not initiate an eCash Order in excess of the designated limit. In no event shall the Customer initiate an eCash Order in excess of the immediately available funds in the designated Account.

CASH MANAGEMENT SWEEP SERVICES

If a Cash Management Sweep Service has been requested and agreed to by WTB, the Customer authorizes WTB to transfer funds on a manual or automated basis to and from the Demand Deposit Account ("DDA") and the sweep service account selected by the Customer. Transfers may be rejected on a case-by-case basis; refer to the applicable sweep service account's Master Agreement, as amended from time to time, for more details. Funds will be transferred between the Accounts so that (i) to the extent funds are available in either Account, the Customer's DDA maintains a Collected Balance or Ledger Balance equal to the Target Balance; and (ii) any collected funds in the DDA that exceed the Target Balance are transferred to the sweep service account by WTB in accordance with the directions given by the Customer per this Agreement. Amounts transferred into the sweep service account will be liquidated and credited back to the DDA as needed so that the Collected Balance or Ledger Balance of the Customer's DDA equals the Target Balance. WTB may limit the amount of funds exceeding the Target Balance that it will transfer on behalf of the Customer on any particular Business Day. WTB may also impose a maximum transfer amount to bring the DDA to the Target Balance on a particular Business Day. WTB is authorized to accept verbal instructions, including telephone instructions, from the Customer and or the Customer's authorized representatives for the transfer of funds between WTB and Customer and between the Customer's Accounts. WTB may rely on any instructions received from the Customer's authorized representatives that it reasonably believes to be genuine and as if the Customer were giving those instructions.

WTB is authorized to execute as Authorized User for the Customer all certificates of ownership and other instruments required by law or by contract. WTB shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. WTB shall not be required to comply with any direction of the Customer which, in WTB's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

The Customer may, by written instrument executed by the Customer and delivered to WTB, terminate this Service, and withdraw from the sweep service account upon paying all sums due to WTB and indemnifying WTB to its satisfaction against liabilities incurred in the administration of the Account. WTB will act as agent to move funds on the order and for the benefit of the Customer. The Services described herein are provided by WTB to the Customer solely as bona fide treasury management services. WTB does not undertake any fiduciary obligation to the Customer with respect to these services. WTB's duties to act for the Customer hereunder are solely mechanical and administrative in nature.

Cash Management Sweep Account (CMSA); a Repurchase Agreement. If the Customer chooses to invest Excess Funds in repurchase agreements, the Customer and Bank agree to be bound by the Master Repurchase Agreement.

NOTICE: THE INVESTMENT OPTIONS OFFERED BY WTB UNDER THE COMMERCIAL SWEEP ACCOUNT ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY GOVERNMENT AGENCY, ARE NOT GUARANTEED BY THE BANK OR ITS AFFILIATES, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED. SHOULD WASHINGTON TRUST BANK FAIL, CUSTOMER WILL BECOME A SECURED CREDITOR.

Cash Reserve Sweep Account (CRSA):

If the Customer chooses to deposit funds in the Cash Reserve Sweep Account, the Customer agrees to be bound by the Cash Reserve Sweep Agreement or any other applicable agreement in place from time to time.

IntraFi Cash Service Sweep (ICS Sweep).

If the Customer chooses to deposit funds in the IntraFi Cash Service Sweep, the Customer agrees to be bound by the Deposit Placement and Custodial Agreement, or any other applicable agreement in place from time to time.

TARGET BALANCE BORROWING ACCOUNT SERVICES.

If requested by the Customer and agreed to by WTB, WTB will provide Target Balance Borrowing Account Services ("TBBA Services") in accordance with the procedures set forth in this Section or under any promissory note, loan agreement, security agreement or other TBBA-related documents provided to the Customer by WTB. The Customer authorizes WTB to advance Available Funds from the Customer's Note and to transfer such advanced funds to the Customer's designated Account to pay items presented daily for payment, and also authorizes WTB to transfer Excess Funds in Account at the end of each Business Day to the applicable Note while maintaining the Customer's Target Balance. The Note(s) and Account(s) that are subject to the TBBA Services are identified in the applicable Addendum along with the Customer's requested Target Balance and its requested sequence for processing transactions.

Authorization to Transfer Fund.

By requesting and being approved by WTB for TBBA Services, the Customer authorizes WTB to automatically transfer funds between the Account and Note each Business Day to the extent that funds are available in the Account or under the Note, as the case may be. As of the close of business on each Business Day, WTB will determine the amount of Excess Funds, if any. If WTB determines that there are Excess Funds, WTB will debit the Account and credit the Note in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Note(s) plus all interest, fees and charges then outstanding under the Note (a "Repayment Transaction"); provided, however, that WTB will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to WTB and Customer. Any transfer of funds from the Customer's Account to the Customer's Note will not eliminate the Customer's obligation to pay WTB the total amount of all periodic loan payments on the Note(s) when due and transferred funds will be allocated first to payment of the Customer's loan principal, interest, fees or charges that are then due under the terms of the Note. The

Customer grants WTB a security interest in and right of set-off with respect to the Account for purposes of effecting Repayment.

Transactions.

At the close of business on each Business Day, WTB will determine the Deficiency Amount, if any. If WTB determines that there is a Deficiency Amount, WTB will charge the Note in an amount equal to the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Note (the lesser of such amounts being referred to as the " Loan Amount"), and will credit the Account in an amount equal to the Loan Amount (a " Loan Transaction"); provided, however, that WTB will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually established by WTB, and WTB will not be required to initiate any Loan Transaction not authorized by the written terms of the Customer's Security Agreement with WTB. In addition, WTB shall not be obligated to make any transfer of a Loan Amount if any default exists under any Note or Loan Document or these Terms & Conditions or if WTB is otherwise excused or prohibited under any Loan Document or applicable law from making an advance to the Customer. Moreover, WTB will not be required to initiate any Loan Transaction, and the TBBA Services hereunder shall immediately and automatically terminate without notice, if (a) the Note has matured or been terminated; (b) the Customer has Cancelled the Note; (c) an Event of Insolvency has occurred; or (d) WTB has demanded payment under the Note.

If WTB has agreed to provide any other Services to the Customer pursuant to which WTB is authorized to transfer Excess Funds from the Account, (i) the Terms & Conditions of this Section shall prevail over the Terms & Conditions of such other Services, (ii) WTB may initiate Repayment Transactions or Loan Transactions in lieu of or prior to initiating the transfer of Excess Funds under such other Service and (iii) WTB shall not be in default as to such other Service solely by reason of not initiating a transfer of Excess Funds.

Overdrafts.

WTB may debit the Account even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks or other debit items unpaid occurs or the Account becomes overdrawn. In such event, the Customer will be assessed WTB's then prevailing charges for NSF fees, overdraft fees and/or any other applicable fee or charge. In no event shall the net aggregate amount of Loan Transactions and Repayment Transactions in any day cause the total amount of the advances under the Note to exceed the maximum amount of the Note. Any check or other item that is presented for payment at a time when the amount of such item exceeds, in whole or in part, the then-available amount of credit available under the Note will be considered as creating an overdraft. WTB reserves the right to either pay or not pay such an item and the Account will then be subject to all of WTB's standard charges for overdraft or returned items. The availability of credit under the Note for advances to the Account is subject at all times to the terms of the Note and may not be available in the event of default which may prevent WTB from maintaining the Customer's Target Balance.

Ordinary Course.

The Customer and Bank intend that each Repayment Transaction hereunder be (i) in the ordinary course of business or financial affairs of the Customer and Bank and (ii) made according to ordinary business terms.

The Customer acknowledges and understands that any person with signing authority on the Account will directly or

indirectly have the ability to cause advances under the Note. The Customer agrees to indemnify and hold WTB harmless from and against any claims, damages or causes of action arising from unauthorized use of this Service. In the event that the Customer's Account that is subject to TBBA Services is also subject to Cash Management Sweep Account Services, the Excess Funds in the Account shall first be applied

against any unpaid principal, accrued interest and fees due and owing on the Note. Any remaining Excess Funds shall be swept in accordance with the Cash Management Sweep Account Services Terms & Conditions set forth in this agreement. The TBBA Services may be Cancelled or terminated by either party upon verbal or written notification made in accordance with WTB's security procedures. The effective date of a cancellation or termination by the Customer shall be as stated in the Customer notice, if it provides a reasonable time for WTB to implement that cancellation or termination. WTB may terminate the TBBA Service immediately at any time and in its sole discretion and will notify the Customer orally or in writing of such termination as soon as practical. In addition to the other provisions regarding termination in the Agreement, WTB will cease providing the Service if the Customer cancels or terminates the Note tied to the TBBA Services or such Note matures, is in default or is accelerated. Cancellation or termination of the TBBA Service will not affect any obligations the Customer may have under the terms of the Customer's Loan Documents governing the Note or the terms of the deposit contract governing the Customer's Account.

ZERO BALANCE TRANSFER ACCOUNT SERVICES.

If a Zero Balance Transfer Account Service (" ZBTA Service") has been requested and agreed to by WTB, the Customer authorizes WTB at the end of each Business Day to transfer on a manual or automated basis all of the collected funds in the Demand Deposit Accounts of the Customer designated by the Customer as " Subsidiary Accounts" into the Customer Account designated by the Customer as its central concentration Parent Account. Under the ZBTA Service, WTB will automatically transfer funds from the Parent Account to the relevant Subsidiary Account to pay checks and other debit items presented for payment from the Subsidiary Accounts. Conversely, as deposits occur in the Subsidiary Accounts, the ledger balance and collected funds balance in those Subsidiary Accounts will automatically be transferred to the Parent Account. In this manner, the Subsidiary Account will be maintained at a zero-ledger balance and zero collected funds balance. WTB's provision of the ZBTA Service will be governed by this Section, other relevant portions of the Terms & Conditions, the relevant Addendum and the deposit contracts governing Customer's Parent Account and Subsidiary Accounts.

Designated Parent and Subsidiary Accounts.

On the relevant Addendum, the Customer shall designate a Parent Account and at least one Subsidiary Account to be subject to the ZBTA Service. The Customer may change the designated Parent and Subsidiary Accounts and may add or delete a Subsidiary Account by providing WTB with verbal or written notice conforming to WTB's security procedures. WTB will make such changes within a reasonable time following WTB's receipt of such notice.

Account Activity; Order of Payment and Rejection of Items

1. The Customer may draw checks and other items on the Customer's ZBTA Service Subsidiary Accounts, provided the aggregate amount of such checks and other items does not overdraw the Customer's Parent Account. The Customer agrees not to issue any checks or other debit items on the Parent Account or any Subsidiary Account if the aggregate amount of all such items would exceed the combined available balance of collected funds on deposit in the Parent Account and/or the affected Subsidiary Account.

2. At the end of each Business Day, as part of WTB's closing process for each of the Customer's Parent and Subsidiary Accounts, WTB will make the funds transfers necessary to pay the checks and other debit items presented for payment from such Accounts. WTB will not be required to honor any checks or other debit items drawn on any Parent or Subsidiary Account if there would be insufficient available and collected funds in the Parent Account to pay those debit items. If WTB decides, in WTB's discretion, to honor an item that would create an overdraft, the Customer shall be subject to WTB's standard overdraft fees and other Terms & Conditions set forth in the Agreement regarding negative balances, overdraft protection, if any, and other related subjects. If WTB does honor an item that creates an overdraft on the Customer's Parent Account, WTB will not be obligated to continue the practice at a later time, nor will WTB be obligated to notify the

Customer of such discontinuance.

WTB may decide the order in which checks, or other debit items received during any Business Day will be presented and/or paid from the applicable Account and to reject for insufficient funds any such items that would exceed the available and collected funds balance in the Parent Account. Any checks or other debit items that will cause the Parent Account to become overdrawn may be dishonored by WTB and such dishonor shall cause the Customer to be subject to WTB's standard NSF fees and other charges for each such dishonored item.

Indirect and Unauthorized Access; Hold Harmless.

The Customer acknowledges that access to the Parent Account balances may be gained indirectly by any Authorized Representative who has signing authority on a Subsidiary Account, regardless of whether the Customer has also granted that person signing authority on the Parent Account. The Customer agrees to indemnify and hold WTB harmless from and against any claims, damages or causes of action arising out of or relating to such indirect access to the Parent Account through a Subsidiary Account or otherwise arising out of or related to any unauthorized use of this Service by the Customer, its employees or any third party.

DIGITAL BANKING ALERTS

You may be able to set up alerts to be sent to the email address you have provided as your primary email address, a mobile device that accepts text messages or a mobile device that can accept our mobile app alerts. If your mobile device or your email changes, you are responsible for informing us of the change. While Washington Trust Bank does not charge for the delivery of alerts, please be advised that text or data charges or rates may be imposed by your carrier. We try our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery or the accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to account activity on your Account or to delays or failure in delivery. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert or any actions taken or not taken by you or a third party as a result of an alert or lack of alert receipt.

Because alerts are not encrypted, we will never include your passcode or a full account number. However, alerts may include your name and some information about your account. Depending on the type of alert, such information as account balance, transaction balance and transaction information (including amount and location of an ATM transaction) or the due date of a credit payment may be included. Anyone with access to your alerts will be able to see this information.

FEES

Washington Trust Bank may charge a fee to access Digital Banking. Normal account and/or activity charges are applicable, and you will be charged accordingly.

The telecommunications carrier of your Eligible Mobile Device may impose an extra fee in order to make such Eligible Mobile Device 'wireless web enabled.' Usage of Digital Banking through your telecommunications carrier's web services or other third party provider's WiFi service may also result in additional data charges from your telecommunications carrier or other third party provider.

STATEMENTS

All payments, transfers and/or fees incurred will appear on your monthly account statement. The payee name, payment amount, and date of the payment will be shown for each payment made through Digital Banking during that statement cycle. Please refer to your Deposit Account Disclosure for more

information about your statement. If you are interested in eStatements, please log on to the Digital Banking platform and sign up today.

The transaction activity displayed through Digital Banking is for informational purposes only and is not equivalent to the official statement information on our records. Our records shall control if there is any conflict with any information displayed on Digital Banking.

We offer you the ability to replace your mailed paper Account statement with an electronic text document that you can view and save to your computer or print at your convenience. You may apply for eStatements and eNotices by enrolling in Digital Banking Services and then following prompts within the Statements screen. For Accounts with multiple owners, only one account owner needs to enroll the Account for eStatements and eNotices. Once an Account is enrolled, we will no longer mail paper account statements to you. At WTB's discretion, we will terminate your Digital Banking Services for inactivity after twelve (12) months. If you are enrolled to receive eStatements at the time of Service(s) cancelation, you will begin to receive and be charged for paper statements. Please refer to the Deposit Account Disclosure and Price List for further information.

After enrollment, a periodic eStatement and any legal disclosures or notices will be provided to you through our Digital Banking Application. You will be able to view, print, and/or save the eStatement and eNotices to your computer, including the current month's eStatement and previous eStatements up to a maximum of twelve (12) months from the current statement date. You must view your current eStatement and eNotices within five (5) days of the email notification that it is available. You may cancel the eStatement and eNotices for any Account and resume receiving paper statements at any time by contacting Priority Service at 800.788.4578. You will resume receiving paper statements in the mail beginning with the next statement.

CARD MANAGEMENT

Card Management within Digital Banking allows customers to set custom limits and controls on Washington Trust Bank credit and debit cards to either restrict transactions or trigger alerts. Controls may be based on, for example, transaction amount, merchant type, and transaction type.

You acknowledge and agree that each authorized user on your Washington Trust Bank credit card(s) may use Card Management or other similar services made available by Washington Trust to set or change custom limits and controls.

ACCOUNT INFORMATION DISCLOSURE

We may disclose information to third parties about your Account or the transfers you make in the following situations:

i. Where necessary to complete the transfer;

ii. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;

iii. In order to comply with a governmental agency or court order;

iv. To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law;

v. If you give us written permission;

vi. As otherwise stated in our Privacy Policy or other agreements between us.

THIRD PARTIES

You understand that support and services relating to Digital Banking are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

THIRD PARTY WEBSITES AND AGREEMENTS

The Services may contain links or reference links to websites operated by third parties. These links are provided for convenience only. These websites are not under WTB's control. We are not responsible for the content of these websites. We do not review, approve, monitor, endorse, warrant or make any representations with respect to a third-party website. You agree that you will access these third-party websites at your own risk and you acknowledge that the linked third-party websites may contain terms and privacy policies that are different from WTB's policy. We are not responsible for such provisions, and expressly disclaim any liability for them.

THIRD PARTY APPLICATIONS AND AGGREGATION SERVICES

You may wish to link your WTB accounts through third party applications using aggregation services in order to access Digital Banking Services and account information externally or in order to grant access to the third-party entity. You acknowledge that in engaging in such activity and/or by providing or otherwise entering your Digital Banking username and password through a third-party application, you are solely responsible for any and all transactions or loss of data that may result.

Washington Trust is not responsible for ensuring that Aggregation Service Providers or other third-party entities maintain adequate policies and practices to protect the privacy and security of any information or data you provide or that is obtained as a result of your use of the application or service. We are not responsible for the use or disclosure of any personal or account information accessed by any third-party entity or individual to whom you provide your username and password (login information). Any third-party entity or individual with whom you share your login information will be deemed to be your authorized agent(s) for accessing your personal or account information, and you will be solely responsible for all transactions they conduct, even if those transactions are beyond the scope of any agreement you have established. This includes any information obtained or transactions conducted by or through an Aggregation Service Provider, or other third-party entity or individual(s) who obtains your login information through the Aggregation Service Provider.

In limited cases, Washington Trust Bank may partner directly or indirectly with aggregation service providers in order to facilitate greater security and convenience for customers linking Washington Trust accounts and/or associated Digital Banking Services through third-party applications. Regardless of whether or not any direct or indirect partnership exists between Washington Trust Bank and an Aggregation Service Provider, you are solely responsible for any and all transactions or breach of data that occurs as a result of use of the third-party application or associated aggregation service.

All transactions initiated by a third-party entity or Aggregation Service Provider, using information you provide are considered to be authorized by you, whether or not specific agreement was obtained by the third-party. If you decide to revoke the authority you have granted to a third-party application or Aggregation Service Provider, it is necessary to change your username and password to ensure any information retained by the Aggregation Service Provider or third-party entity cannot be used to access your account information or Digital Banking Services. Washington Trust Bank is not responsible for ensuring successful termination of any agreement between you and any third-party entity or Aggregation Service Provider.

PROVIDING US INSTRUCTIONS

For some Services, we may choose to honor your request to give us verbal or written instructions regarding the Services. You agree that we may in good faith rely on such verbal or written instructions that purport to come from you, another account holder or any Authorized Representative, without independent verification by us. You may elect to send or receive instructions, alert notifications, or reports from us related to Services through various electronic means, including, without limitation, facsimile transmission, voice mail, unsecured email, text message to a mobile device, pager or other electronic or telephonic methods ("Electronic Transmission"). In doing so, you acknowledge that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. You agree that we may rely in good faith on your instructions regarding how and to what number or email address Electronic Transmissions should be sent and may rely on any Electronic Transmission that we reasonably believe to have been initiated by you. Should you elect to send or receive Electronic Transmissions to or from us, you assume all risks, and we will not be liable for any loss that results from the non-receipt, disclosure or alteration of any such Electronic Transmission.

TERMINATION OR DISCONTINUATION OF SERVICES

In the event you wish to terminate your Service(s), you must contact us in writing, through secure online email, or by calling Priority Service at 800.788.4578. Canceling your Service(s) will not terminate your Washington Trust Bank Accounts.

Except as otherwise required by applicable law or regulation, we may terminate your use of Digital Banking and/or expand, reduce or suspend the type and/or dollar amounts of transactions allowed using the Service, change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors, or discontinue, modify, add, or remove features from the Service, all at any time in our sole discretion and without prior notice. Your continued use of Digital Banking, or any of its features, will constitute your acceptance of, and agreement to, such changes.

In the event that your Service(s) are terminated or suspended, we may, but are not obligated to, immediately discontinue making authorized transfers, including reoccurring transfers and other transfers that were previously authorized but not yet made. The termination or suspension of Services does not affect your obligations under this Agreement with respect to occurrences before termination or suspension.

At our discretion, we will terminate your access to Digital Banking for inactivity after twelve (12) months. Please refer to the Deposit Account Disclosure and Price List for further information.

SYSTEM OUTAGES, SLOWDOWNS, AND CAPACITY LIMITATIONS

As a result of high Internet traffic, transmission problems, systems capacity limitations, and other problems, you may, at times, experience difficulty accessing Digital Banking or communicating with Us through the Internet or other electronic and wireless services. Any computer system or other electronic device, whether it is yours, an Internet service provider's or Ours can experience unanticipated outages or slowdowns, or have capacity limitations.

PRIVACY

We have a commitment to keep your information secure and confidential. Please see the our Privacy Policy at www.watrust.com to understand how the we protect, collect and share your personal information.

SECURITY

We will take security procedures and counter-measure procedures to ensure the security and confidentiality of your financial records and transactions under the Services. You agree to comply with all security procedures we may impose for use of the Services including the use of up-to-date firewall and virus protection software on any computer you may use to access the Services. You agree the security techniques used by us in connection with the Services are commercially reasonable security procedures, and you assume all risk of loss for unauthorized transactions where we have followed our then current security procedures, except to the extent that such liability is limited or prohibited by applicable law or in the event that our EFT Disclosure Statement is applicable to the electronic funds transfer or other error.

You can and should take precautions to decrease the risk of unauthorized transactions, including but not limited to protecting the secrecy of passwords, promptly reviewing bank statements for unauthorized activity, and immediately reporting suspicious activity to WTB. We may make available to You certain products and services that are designed to detect and/or deter check fraud. You agree that if you fail to implement any of these products or services, or you fail to follow these and other precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your Account or otherwise have any liability for paying such items.

NO UNLAWFUL OR PROHIBITED USED

You shall not use Digital Banking or any service related to or made available to you by us (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to the server, (iii) that could interfere with any other party's use and enjoyment of Digital Banking, (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining, or other means, (v) to access systems, data or information not intended by us to be made accessible to a user, (vi) to attempt to obtain any materials or information through any means not intentionally made available by us, or (vii) for any use other than the purpose for which it is intended.

Any information, communications, or material of any type or nature that you submit to us (or to any of our pages on a social media platform or other website) by email, posting, messaging, uploading, downloading, or otherwise is done at your own risk, as permitted by law. By submitting any such information to us, you grant us a nonexclusive, irrevocable, worldwide, sub-licensable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any way now known or in the future discovered. You agree that any such information you input or submit to us is done at your own risk, you have the full legal right to use such information, nothing inputted or submitted to us is confidential or proprietary to any third party, and you are not using it in violation of any law or contractual restriction.

PROPRIETARY CONTENT

You understand and agree that we own, or (where required, appropriate, or applicable) have been licensed by third parties to use, all right, title, and interest in and to Digital Banking and any related products and or services, and the features, materials, opportunities, and services made available on or through Digital Banking, and all information, text, data, computer code, music, artwork, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof

(collectively, the “Content”) as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content.

You acknowledge that the Content constitutes valuable proprietary information that is protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest by accessing and using Digital Banking and the Content. Such intellectual property and proprietary rights may include, but are not limited to, various patents, copyrights, trademarks and service marks, registered trademarks and service marks, trade dress protection, and trade secrets, and all such rights are and shall remain the property of us or our licensors and content-providers. Except as expressly provided in this Agreement, no part of Digital Banking, and no Content, materials, or other information available through Digital Banking, may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way to any other computer, server, website, or via any other medium for publication or distribution, or for any commercial enterprise without Our express prior written consent.

The posting of information or other materials or Content in Digital Banking by us does not constitute a waiver of any proprietary right in such information, materials, or Content (such as, but not limited to, copyright, patent, trademark, or other intellectual property rights) and does not transfer any rights to a user of Digital Banking or to any other third party, except as expressly provided herein.

DISCLAIMER OF WARRANTIES; OUR RESPONSIBILITY AND LIMITATION OF LIABILITY

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EITHER TO YOU OR TO ANY OTHER PARTY, WITH RESPECT TO THE SERVICES AND OR PRODUCTS PROVIDED BY US, OUR AGENTS OR THIRD-PARTY VENDORS, OR WITH RESPECT TO INTERNET-BASED OR SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE BY US OR OUR THIRD-PARTY VENDORS TO YOU FOR YOUR USE IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE, INCLUDING THE USE OF OR THE RELIANCE ON ANY SERVICE(S), PRODUCT(S) AND OR OFFER(S) PROVIDED HEREUNDER. Any service(s) or product(s) provided by Us and our third-party providers are on an “AS IS” basis at your sole risk.

NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. Neither we nor any of our third-party providers shall have any responsibility to maintain any portion of Digital Banking or to supply any corrections, updates, or releases in connection therewith. Availability of Digital Banking is subject to change without notice.

IN NO EVENT SHALL WE OR OUR CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, AND OTHER SIMILAR ENTITIES, OR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH: (i) THE USE OR THE INABILITY TO USE OUR WEBSITE, MOBILE APP OR ANY RELATED SERVICES; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES

PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR WEBSITE OR RELATED SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON OUR WEBSITE, MOBILE APP OR IN ANY RELATED SERVICES; OR (v) ANY OTHER MATTER RELATING TO OUR WEBSITE, MOBILE APP, OR ANY RELATED SERVICES. This Agreement applies to your online transactions under the Services. WE WILL ALSO HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE SERVICE UNDER ANY OF THESE CIRCUMSTANCES: (1) if the transfer or payment could not be completed due to Systems Unavailability or due to any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your internet access equipment, any internet virus, Trojan horse, worm or other hostile software code, or any problem that may be associated with your use of any Service or (2) if the payment was a tax payment, a court ordered payment or payment to a payee outside the U.S.A.

We reserve the right to do any of the following at any time without notice: (i) modify, suspend, or terminate operation of or access to Digital Banking, or any portion of Digital Banking, for any reason; (ii) modify or change Digital Banking, or any portion of Digital Banking, and any applicable policies or terms; and (iii) interrupt the operation of Digital Banking, or any portion of Digital Banking, as necessary to perform routine or non-routine maintenance, perform error correction, or make other changes.

INDEMNIFICATION

You agree, at your sole expense, to indemnify, defend and hold harmless Washington Trust Bank from and against all damages, costs, losses, liabilities, obligations, claims, demands, suits, actions, investigations, proceedings, causes of action, and expenses (including reasonable attorneys' fees and court costs), as incurred and whether or not based on a third-party claim, arising out of or relating to (including in connection with any claim or action threatened or brought against Us) the content, data, or information that you submit, post to, or transmit through the Digital Banking or Washington Trust Bank, your access to and use of the products and services provided by Us and or our third party providers, and other materials, products, and services available on or through Digital Banking, your violation of this Agreement, or your violation of any rights of another.

Each check, internal transfer of funds in the Accounts, bill payment instruction, ACH transfer, wire transfer or other Service transaction that You have authorized WTB to pay, return or otherwise perform under the Agreement will be paid, returned or performed by WTB without it performing any additional verification or security procedures other than any set forth in the Agreement, including these Terms & Conditions and/or any Addendum to the Agreement, and WTB will have no liability whatsoever for paying, returning or performing any such check, internal funds transfer, bill payment, ACH transfer, wire transfer or other Service transaction, even if it is altered, counterfeit, bears a forged or unauthorized signature or is otherwise not validly authorized, issued or properly payable. You (i) agree to indemnify and hold WTB harmless from any losses or liabilities You may suffer or incur as a result of any payment, return or performance of any such check, internal funds transfer, bill payment, ACH transfer, wire transfer or other Service transaction, whether performed by You or by WTB, that is done pursuant to Your instruction, and (ii) release and forever discharge WTB, and its parent, subsidiaries, affiliates, successors, officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorney's fees and legal expenses, whether known or unknown, liquidated or un-liquidated, fixed, contingent, direct or indirect, which You have, or ever can, may or shall have or claim to have against WTB regarding or relating to the payment, return or performance of any such check, internal funds transfer, bill payment, ACH transfer, wire transfer or other Service transaction pursuant to the provisions of the Agreement.

We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of this Agreement.

WAIVERS AND ASSIGNMENT

No waiver of the terms of this Agreement will be effective unless in writing and signed by an authorized Bank officer. You may not transfer or assign your rights or duties under this Agreement.

CHANGES TO THIS AGREEMENT

To the extent allowed by law, regulation or rule, we may change the Terms & Conditions in this Agreement. These changes can be made without notice to you. However, at the sole discretion of us, we will attempt to provide prior notice to you of changes, and changes will usually take effect thirty (30) days from the date of the notice. The notice may be delivered in writing through mail or email, posted in WTB branches, posted electronically on our website or other internet-based service, or by other means of communication we determine in our sole discretion.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington, without regard to conflicts of law principles, and where applicable by federal law. You consent to the jurisdiction of the courts of the State of Washington. You agree to waive any argument that such venue is inconvenient and agree to bring any litigation in connection with our Digital Banking Service and/or this Agreement in either the Superior Court of Spokane County, Washington or the Federal District Court of the Eastern District of Washington.

YOU AND WE HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THESE SERVICES OR THIS AGREEMENT. YOU AND US REPRESENT AND WARRANT TO EACH OTHER THAT THIS JURY TRIAL WAIVER IS KNOWINGLY, VOLUNTARILY AND WILLINGLY GIVEN.

BROWSER AND OPERATING SYSTEM COMPATIBILITY

You acknowledge the Supported Browsers and Operating Systems Standards located at www.watrust.com\help/support-alerts and https://personal.watrust.com/browser-support-policy.html constitute part of this Agreement.

GENERAL

This Agreement is intended to supplement and not to replace other Agreements between you and us relating to your accounts, including, without limitation, our Deposit Account Disclosure. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail. To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

This Agreement and any policy or policies referenced herein (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to and use of Digital Banking. You agree that you shall not contest the admissibility or enforceability of Digital Banking copy of this Agreement in connection with any action or proceeding arising out of or relating to this Agreement.

Except as expressly provided for herein, this Agreement does not confer any rights, remedies, or benefits upon any person or entity other than you and Us. We may assign its rights and duties under this Agreement at any time to any third party without notice. You may not assign this Agreement without Our prior written consent. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing Digital Banking and any other jurisdiction whose laws apply to you or your actions. You agree that you will not access or use Digital Banking or any other information or materials in violation of the aforementioned laws or this Agreement.

You represent and warrant, as of the date this Agreement is entered into and at the time any Service is used or performed, that (a) you are authorized and have the capacity to enter into this Agreement; (b) that the business entity is validly existing and in good standing under the laws of the jurisdiction of its organization; (c)you have all requisite power and authority to execute and deliver, and to perform your obligations under this Agreement and each Service used or performed by it; (d) this agreement has been duly authorized and executed by you and constitutes its legal, valid and binding obligation; (e) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained; and, (f) the execution, delivery and performance of the Agreement and the consummation of transactions thereunder will not violate any law, ordinance, charter, bylaw, resolution, rule or regulation applicable to it or any agreement by which it is bound.

This Agreement was last updated on June 24, 2025. Please check back periodically for updates and changes.