

# Washington Trust Bank Terms & Conditions





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**Relation to Other Agreements.** It is important for you to understand that these Terms and Conditions work in conjunction with other agreements such as your Personal/Business Account Terms & Conditions and disclosures, the Washington Trust Bank website Terms and Conditions of use, the WTB Online Banking E-Sign Disclosure, and any credit or loan agreement you may have with us. Please take the time to read and understand those agreements. If you need copies of any agreement, please contact our Priority Service call center at 800.788.4578.

## I. INTRODUCTION AND WELCOME

Welcome and thank you for choosing Washington Trust Bank. This document provides information on additional services (“Services”) that Washington Trust Bank can provide you for your personal and business banking needs. The Services described in this document will increase your ability to make deposits, make payments and manage your personal and business deposit and credit accounts.

This document also serves as an Agreement between you and Washington Trust Bank regarding the Terms and Conditions under which we offer and you accept to use the Services. This Agreement is in addition to your account and credit agreements with us. Please read all of your agreements with us carefully and make sure you understand them prior to entering into the Agreement. This document contains information regarding both personal accounts and business accounts. Some Services may only be available for business accounts and vice versa. We will point out differences in the Services to the extent that they exist. If you have questions, please contact us. Once again thank you for choosing Washington Trust Bank.

## II. GENERAL TERMS & CONDITIONS THAT APPLY TO ALL BANK SERVICES

The following Terms & Conditions apply to all Services contained in this Agreement.

### A. DEFINITIONS

- 1. “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.
- 2. “We,” “our,” “us,” and “Bank”** mean Washington Trust Bank and each subsidiary or affiliate of Washington Trust Bank that provides Services to you.
- 3. “Account” or “Accounts”** shall mean the savings, checking or loan account(s) designated by the Customer in the Agreement, or otherwise in writing from time-to-time, as being the Customer account(s) that are to be subject to the Agreement and the designated Services described in such Agreement.
- 4. “Authorized Representative”** means any director, officer, member, partner, employee or other representative designated by the Customer in the Agreement as having authority to act on behalf of the Customer 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 the Customer, appointing Authorized Users to act on behalf of the Customer in the delivery of Services, signing additional documentation that may be necessary to implement Services and giving the Customer’s 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 the Customer maintains with the Bank. The Bank 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.
- 5. “Authorized User”** means: (i) any Authorized Representative of the Customer and (ii) any other director, officer, member, partner, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Customer with the actual, implied or apparent authority of the Customer 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 the Customer’s Authorized Representative(s). The Bank 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 the Customer and is given a reasonable amount of time to act upon such notice.

6. **“Business Day”** means any day on which a majority of the Bank’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 the Bank’s offices are in fact open.

7. **“Service” or “Services”** means one or more of the Services available at Washington Trust Bank.

8. **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.

## **B. APPLYING FOR SERVICES**

The Services described in this Agreement are in addition to services provided in conjunction with your deposit and credit accounts with us. Because they are additional, all of the Services described herein require that you have a deposit and/or credit account previously established with the Bank. After you have established an Account, you will be able to apply for these Services subject to the Terms and Conditions of each specific Service. Some of the Services will require you to contact the Bank 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.**

### **Additional Information for Business Customers**

For business customers, the Bank will usually require that an Authorized Representative of the business execute a Master Commercial Services Agreement. This Agreement will outline the Services that your business has authorized. The Bank may provide Services that are not specifically included in the Master Commercial Services Agreement signed by the Customer. 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 the Bank.

## **C. USING WASHINGTON TRUST BANK SERVICES**

**Representations and Warranties.** 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.

**Joint Accounts and Co-Mingled Funds.** When your Services are linked to one or more joint Accounts, the Bank may act on the verbal, written or electronic instructions of any authorized signer on the joint Account whether or not that authorized signer has also obtained WTB Online authorization.

### **Additional Information for Business Customers**

In the event that you request the Bank 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 the Bank 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 the Bank 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 the Bank.

**No Third Party Beneficiaries/Third Party Claims.** The Services we provide you under this Agreement are for your exclusive benefit and therefore no other person or organization has any rights or remedies under 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.

**Accepting the Agreement.** When you use any of the Services offered in this Agreement or authorize others to use the Services, you agree to the Terms and Conditions of the entire Agreement.

**Errors and Questions.** In case of errors and questions about your WTB Online services, you should contact us as soon as possible by:

- (1) Telephoning us at: (509) 353-BANK
- (2) Writing us at: Washington Trust Bank, PO Box 2127, Spokane, WA 99210-2127
- (3) Sending us a secure message by logging onto WTB Online and clicking Message Center to send us a message.

**Changes to this Agreement.** To the extent allowed by law, regulation or rule, the Bank may change the Terms and Conditions in this Agreement. These changes can be made without notice to you. However, at the sole discretion of the Bank, 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 the Bank's branches, posted electronically on our website or other internet-based service, or by other means of communication we determine in our sole discretion.

**Termination or Discontinuation of Services.** In the event you wish to terminate your Service(s), you must contact the Bank in writing, through secure online email, or by calling the Bank's Priority Service call center at 1-800-788-4578. Canceling your Service(s) will not terminate your Washington Trust Bank Accounts. The Bank may terminate or suspend the use and access to any Service at any time, with or without cause and without prior notice. 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 the Bank's discretion, we will terminate your Online Banking Services for inactivity after 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.

**Providing the Bank 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 the Bank. You may elect to send or receive instructions, alert notifications, or reports from the Bank related to Services through various electronic means, including, without limitation, facsimile transmission, voice mail, unsecured e-mail, 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 the Bank may rely in good faith on your instructions regarding how and to what number or e-mail 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 The Bank, you assume all risks, and the Bank will not be liable for any loss that results from the non-receipt, disclosure or alteration of any such Electronic Transmission.

**Customer Records.** This Agreement and the performance of Services by the Bank shall not relieve you of any obligation imposed by law, clearinghouse rules or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to the Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file, entry, funds transfer request, payment order or other order or instruction received from you and/or which is related to a transaction involving or using the Services and/or affecting an Account, for thirty (30) days following receipt by the Bank of the relevant deposit, transmission, file, entry, funds transfer request, payment order or other order or instruction.

**Telephone and Electronic Communications Monitoring or Recording.** You acknowledge and agree that for both you and for any of your Authorized Users, the Bank may monitor and record telephone and electronic communications at any time without further notice to the parties to such communication. The decision to record a communication is solely the Bank's decision and we are not liable for either recording or failing to record a communication.

**Business Days/Hours of Operation.** Our business hours are 9:00 a.m. to 5:00 p.m. (PT), Monday through Friday, except bank holidays. Although transfers can only be completed on Business Days, WTB Online is available 24 hours a day, seven days a week, except during maintenance periods, for scheduling of payment orders and transfers.

**Posting of Transactions and Cut-Off Times.** The various services have cut-off times with regard to whether the transaction will post to your account the day you provide the Bank instructions or on a following day. Please note the cut-off times for each of the Services.

**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 the Bank'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 the Bank's policy. We are not responsible for such provisions, and expressly disclaim any liability for them.

**Software and Equipment.** The Services may require the use of computer hardware, scanners, and software. You agree that you are solely responsible for maintaining your software and equipment in good working order, with the necessary compatibility and format to interface with the Bank's Services, including the ability to support the Bank's security procedures. You agree to install upgrades and other system enhancements within a reasonable time of being requested to do so by the Bank. License agreements for necessary software shall either be embedded in the software or separately documented. You agree to comply with all applicable software license agreements, whether or not such agreements have been executed by you. You have no rights or ownership in any software provided by or through the Bank or its third-party vendors, and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. You will return all software and user manuals associated with any software upon request. The Bank makes no representations or warranties with respect to any equipment or software provided by the Bank or such third-party vendors.

**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. The Bank will provide you with a monthly notice of any charges to your Account. Please refer to the fee schedule for more information.

**Privacy.** The Bank has a commitment to keep your information secure and confidential. Please see the Bank's Privacy Policy online at [www.watrust.com](http://www.watrust.com) to understand how the Bank protects, collects and shares your personal information.

**Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your Account or the transfers you make only in the following situations:

- (1) Where necessary to complete the transfer;
- (2) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with a governmental agency or court order;
- (4) 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;
- (5) If you give us written permission;
- (6) As otherwise stated in our Privacy Policy located on our Web Site.

#### **Security Procedures**

**Confidentiality.** You and the Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the Services, including, without limitation, security procedures or any security codes, IDs, passwords, passcodes, tokens, keys, personal identification numbers, digital certificates/signatures or template numbers (individually and collectively, “Codes”), will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. You are solely responsible for the procedures to assure the internal confidentiality of your own security procedures, security devices and Codes and assumes all risk of accidental disclosure or inadvertent use of any security device by any party whatsoever, or the detection or misappropriation and unauthorized use of such security procedures, security devices and Codes, whether such disclosure, use, detection or misappropriation is on account of your negligent or deliberate acts or otherwise. If you or your Authorized Users have reason to believe that any security procedures, security devices or Codes have or may become known by unauthorized persons (whether or not employed by you), you shall immediately notify the Bank by telephone and confirm such verbal notification in writing to the Bank within 24 hours. The Bank will replace the security procedures and Codes in accordance with the Bank’s security procedures. You will be solely responsible for any transactions, payments, funds transfers, misappropriations or other instructions and communications initiated by any unauthorized user before the Bank received your notice and has had a reasonable time to act on such notice. The Bank reserves the right to change any or all of the security procedures or Codes by giving verbal or written notice to you. Your obligation to maintain the confidentiality of all security procedures and Codes shall survive the termination of any Service or the Agreement.

**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 the Bank. 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.

**Passwords and Security.** Use of Services requires a password. Each individual, including each individual named on joint Accounts, must designate a password. You will be required to change your password periodically to enhance security. Upon your application for Services, you will be provided an access code and a temporary password. Maintaining the confidentiality of your password is essential to protecting your Account. You agree not to give your password to any unauthorized individual. **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. If you believe that your password has been lost or stolen or that someone may attempt to use your Services without your consent or has transferred money without your permission, you must contact the Bank at once by calling 800.788.4578 or writing us at the address listed below under the Errors and Questions section of this Agreement. Telephoning is the best way to reduce potential losses. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner. Unless otherwise provided in this Agreement or as required by law, you agree to be fully liable for losses which may arise from unauthorized transactions.

#### **Additional Information for Business Customers**

Business Customers have the ability to set up additional company users using WTB Online. If you wish to use this capability, you will designate an Authorized Representative(s) as part of the Master Commercial Services Addendum. 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 WTB Online 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 the Bank 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 the Bank.



**Export Restrictions.** You 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.

**Disclaimer of Warranties.**

**NOTICE: THE BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO THE CUSTOMER OR TO ANY OTHER PARTY, WITH RESPECT TO THE SERVICES PROVIDED BY THE BANK, ITS AGENTS OR THIRD-PARTY VENDORS, OR WITH RESPECT TO INTERNET-BASED OR SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE BY THE BANK OR ITS THIRD-PARTY VENDORS TO THE CUSTOMER FOR THE CUSTOMER'S USE IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE.**

**NOTICE: THE BANK PROVIDES ALL INTERNET SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERNET SERVICES OR THE CONTENT OR SECURITY OF ANY WEB SITE. THE BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE BANK DOES NOT WARRANT THAT THE OPERATION OF ANY WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE. THE CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY WEB SITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.**

**Limitation of the Bank's Liability for Services and Hold Harmless Agreement.**

a. You acknowledge that the Bank's fees for Services are very small in relation to the amounts of the transactions and transfers initiated through these Services and consequently the Bank's willingness to provide such Services is based on the liability limitations contained in this Agreement. In addition to greater limitations on the Bank's liability that may be provided elsewhere, our liability related to any Service shall be limited exclusively to actual proven damages arising directly from our own gross negligence or willful misconduct. We will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time you first obtained Services from the Bank or at the time any instruction or order is given to the Bank pursuant to any Service, and whether such losses or damages arise from tort, contract or otherwise. The Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Notwithstanding the foregoing, the Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of you or any Authorized Representative, Authorized User or other of your employees, whether or not such action or inaction constitutes negligence or a breach of this Agreement, or for any losses or damages arising directly or indirectly from any error, omission or other inaccuracy in any deposit, transmission, file, entry, funds transfer request, payment order or other order or instruction from you, or any failure to verify or confirm any such deposit, transmission, file, entry, funds transfer request, wire transfer payment order or other order or instruction, or arising out of or related to any cancellation or attempted cancellation of any such deposit, transmission, file, entry, funds transfer request, payment order or other order or instruction. The Bank is not be liable for any damage, cost, loss, liability or delay caused by accident, strike, fire, flood, war, riot, terrorist act, equipment breakdown, electrical or mechanical failure, act of nature, or any cause which is attributable to a third party, that was beyond the Bank's reasonable control. The Customer agrees that the fees charged for the performance of the Services shall be deemed to have been established in contemplation of these liability limitations.

b. Each check, internal transfer of funds in the Accounts, bill payment instruction, ACH transfer, wire transfer or other Service transaction that the Customer has authorized the Bank to pay, return or otherwise perform under the Agreement will be paid, returned or performed by the Bank without it performing any additional verification or security procedures other than any set forth in the Agreement, including these Terms and Conditions and/or any Addendum to the Agreement, and the Bank 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. The Customer (i) agrees to indemnify and hold the Bank harmless from any losses or liabilities it 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 the Customer or by the Bank, that is done pursuant to the Customer's instruction, and (ii) releases and forever discharges the Bank, 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 the Customer has, or ever can, may or shall have or claim to have against the Bank 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.

**Additional Provision Applicable to Businesses.**

(1) Protecting your Passcodes. 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 Washington Trust Bank 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. You agree to keep passcodes secure and strictly confidential, provide them only to authorized signers on your account(s), instruct each person to whom you give your passcode that he or she is not to disclose it to an unauthorized person, and immediately notify us and select a new passcode if you believe your passcode has become known to an unauthorized person. **Washington Trust Bank will have no liability to you for any unauthorized transfer made using your passcode that occurs before**

**you have notified us of possible unauthorized use and we have had a reasonable opportunity to act upon that notice.**

(2) Acknowledgement of Commercially Reasonable Security Procedures. By using WTB Online, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above and we have had reasonable opportunity to act upon such notice.

**Our Proprietary Rights.** You agree that the Services and any necessary software and equipment used in connection with these Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. The information and materials may not be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, transmitted, used to create derivative work or otherwise used for public or commercial purposes except as provided in these Terms and Conditions without our express written permission.

Copyright in the images, text, screens, and web pages appearing at the Bank's Web Site is owned by the Bank or others as indicated. You further acknowledge and agree that the content contained in sponsor advertisements or information presented to you through the Services or through third parties is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Washington Trust Bank grants you the rights it has in the software associated with the Services to allow you to use the object code of the software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise modify the software in any manner or form, or use modified versions of the software associated with our Services, including (without limitations) for the purpose of obtaining unauthorized access to the Services. You agree not to access these Services by any means other than through the interface provided by the Bank.

**Notices.** All written notices to the Bank shall be delivered or mailed to the address designated by the Bank. Notices sent to the Customer shall be delivered or mailed to the Customer's current lead Account address or other known address if deemed more appropriate by the Bank under the circumstances. Notices may be delivered to some Service customers, including the Customer, in electronic format, including electronic mail or by a posting to the Bank's website, if requested or deemed appropriate by the Bank under the circumstances.

**Severability.** 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.

**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 WTB Online 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 THE BANK 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 THE BANK REPRESENT AND WARRANT TO EACH OTHER THAT THIS JURY TRIAL WAIVER IS KNOWINGLY, VOLUNTARILY AND WILLINGLY GIVEN.**

### III. WASHINGTON TRUST BANK SERVICES

#### A. ONLINE SERVICES

##### 1. WTB Online.

WTB Online is an optional service that allows you access to your accounts from a personal or business computer. In order to enroll in WTB Online you will need to meet with a Washington Trust Bank branch employee or call our Priority Service call center at 800.788.4578. Once we have accepted your application we will provide you with an initial account password that will allow you to enter the WTB Online Service and create your own security. Through WTB Online you will be able to review your Account activity for Accounts linked to your WTB Online User ID, review electronic check images, set up alerts that can be sent to your e-mail 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.

To access WTB Online you will need a computer or mobile device and software that are capable of interfacing with WTB Online. You are solely responsible for the equipment you use to access WTB Online. We are not responsible for errors or delays or your inability to access WTB Online caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with WTB Online 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 WTB Online. You also agree to keep the anti-virus and anti-spyware updated on a regular basis. You understand that the technical processing and transmission of WTB Online 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. The Bank 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.**

**Note:** When accessing your WTB Online Services through Washington Trust Bank's Mobile Banking Application, MoneyDesktop software, or through an indirect service, all of the features of WTB Online may not be available. To access all of the features you will need to sign in directly through our website [www.watrust.com](http://www.watrust.com) from a personal computer.

##### **Additional Information for our Business Customers**

As a business customer using WTB Online, 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 WTB Online 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.

##### 2. Online Banking Alerts.

You will 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.

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.

You may unsubscribe from receiving text alerts at any time by texting "STOP" to 322654.

### **3. Transfers.**

You may transfer money between any of your linked 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. Transfers scheduled for a weekend or non-bank Business Day will be processed on the next bank Business Day. All other transfers will be processed from the funding account at the beginning of the Business Day requested. For recurring transfers among Washington Trust Bank Accounts, scheduled for a weekend or nonbank Business day, transfers will be processed on the previous bank Business Day.

### **Enhanced Bill Pay.**

If you are enrolled in WTB Online, you can use the optional WTB Online Bill Pay Service to make a one-time payment online from your checking account to a Merchant/Payee you select, make recurring payments online from your checking account to a Merchant/Payee you select, make pre-scheduled payments from your checking account to Merchant/Payees that are eligible for bill presentment services, view your pending Bill Pay instructions, view your bills from Merchants/Payees that participate in bill presentment, set up new Payees (not available via mobile device access), and set up email alerts regarding bills that are paid through the system.

You may schedule payments with a delivery date as allowed by the system. When you attempt to schedule a payment, we will inform you of the earliest available delivery date. Expedited payment may be available for a fee. Your account with the Merchant/Payee must be in good standing before the payment due date. If it is not, or if for any reason your account is not in good standing, you agree that you are responsible for all late fees, interest charges or other actions taken by the Payee. Payments are scheduled automatically upon receipt of an electronic bill. Payments may be scheduled up to one year in advance.

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. All other payments are made with a check to your designated Merchant/Payee. 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.

### **4. P2P (Person to Person) Payments**

P2P (Person To Person) Payment allows you to make ACH transfers to other people with accounts at other banks or to your own accounts at other banks via WTB Online Enhanced Bill Payment service.

P2P (Person To Person) Payment- You are able to send money to anyone in the U.S that has a bank account through WTB Online via your desktop, laptop, tablet or mobile smartphone, using email notifications, electronic checks, or account routing and transit numbers.

The three (3) options for sending payments to individuals are:

1. Email Payment – electronic payments can be made just by knowing the recipient's email address. The payee will receive an email that prompts them to submit their bank account information. The payees account information is passed behind the scenes and not viewable by the sender. A keyword is communicated from the sender to the payee. The payee is required to enter the keyword as a security measure prior to entering in their bank account information. The sender must complete the payee activation process to complete the payment process.

2. Electronic Payment – sender knows the recipient’s full account information.
3. Check – a paper check is sent to the recipient

**Definitions.**

As used for P2P (Person To Person) Payment, the following terms have the following meanings:

1. “Business Day” refers to Monday through Friday, excluding federal holidays.
2. “Cancelled” means funds will neither be processed nor sent for any reason.
3. “Account” means a deposit account held by Washington Trust Bank and registered for the P2P Electronic Payment Services.
4. “Completed” means funds have been successfully processed and both Pay To and Pay From Accounts have been updated. It does not mean funds have necessarily been received into your Pay To Account.
5. “Current Day” refers to funds from an Account that are scheduled to be sent with a present day Send On date (i.e., the transfer is scheduled to begin processing the same date as the Instructions are entered).
6. “Cut-Off Time” means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled “Cutoff Times” for additional details.
7. “External Account” means a deposit account held by a financial institution other than us.
8. “Funded” means when an amount to be sent has been withdrawn from (or in the case of a line of credit, charged against) the available balance of the Pay From Account.
9. “Future Dated” means Instructions that are not scheduled to begin processing on the Current Day; only Business Days may be selected for Future Dated transfers.
10. “In Process” means the funds requested for transfer are in transit but have not yet been credited to the Pay To Account.
11. “Instructions” means the information provided by you in order for the funds to be delivered to the Pay To Account.
12. “Pay From Account” means the account from which funds will be sent.
13. “Pay To Account” means, the account to which funds will be transferred.
14. “Pending” means any Instruction that has not been Cancelled before the Cutoff Time on the Send On date and has not been Funded.
15. “Repeating” means automatic recurring payment or transfer to the same Pay To Account, for the same amount which you can authorize for transmission;
16. “Returned” means a request to transfer funds was rejected and not processed by the institution that holds the Pay From or Pay To Account.
17. “Send On date” means the Business Day we will begin the delivery process. NOTE: The Send On date may vary depending on available funds or credit, the Business Day on which it falls, the recipient’s acceptance of the transfer, if required, or the recipient’s registration status in the P2P (Person To Person) Payment and may be on or after the date entered in the sender’s Instructions.
18. “Transfer” means any Instruction to move funds electronically from one account to another, or to advance funds from a line of credit to another account via the P2P (Person To Person) Payment and/ or Instructions that have been processed through the P2P (Person To Person) Payment, as the context requires.

We may disclose information to third parties about your account or the funds you send or receive:

- a. as necessary to complete transactions;
- b. as necessary in connection with offering the P2P Electronic Payment Services;
- c. in connection with the investigation of any claim related to your account or the funds you send or receive;
- d. to comply with government agency or court orders;
- e. in accordance with your written permission; and
- f. as otherwise permitted by the terms of our privacy notice.

The Bank’s privacy notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your Washington Trust Bank Account with us. It can be viewed by clicking on the “Privacy” link on any of our website pages.

P2P (Person To Person) Payment can be cancelled at any time. By canceling P2P (Person To Person) Payment, any Pending, Repeating and Future Dated transfers, as well as transfers that have not been accepted by the recipient will also

be terminated. However, any transfer that is In Process cannot be Cancelled. When you cancel P2P (Person To Person) Payment, you will no longer be able to access or use P2P (Person To Person) Payment and you will not receive a refund of any applicable fees. When you cancel P2P (Person To Person) Payment, it will not cancel your other online services or your account relationships, if any, with us.

The Cut-Off Time to accept a P2P (Person To Person) Payment transfer is 12:00 PM Pacific Standard Time on any Business Day. All Cut-Off Times reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cut-Off Times to eliminate the possibility of missing the cutoff. Instructions entered after the Cut-Off Time with a Send On date that is the next Business Day may start to process immediately and may be Funded prior to the Send On date.

To use P2P (Person To Person) Payment to send money, the parties must use at least one eligible Account with us and at least one External Account. To send money, you may transfer funds up to your available balance, limited by daily and per transaction amounts, established by the bank and subject to change. For detail on these limits, please contact Priority Service at 800-788-4578.

You authorize us to charge your designated Pay From Account with us for all transfers of funds that you initiate through P2P (Person To Person) Payment and you agree to have sufficient funds in your Pay From Account on the Send On date to cover each such transfer you schedule and any fees that might be associated with such transfer until the transfer is Completed or Cancelled. We will not be obligated to make any transfer you may request unless there are sufficient available funds in your Pay From Account to cover the transfer on the Send On date until the transfer is Completed or Cancelled. If there are insufficient available funds to cover a transfer, we will automatically try to debit the Pay From Account up to two (2) more times a day for up to three (3) succeeding Business Days. After the final attempt, the transfer request will be Cancelled.

Transfer Instructions relating to External Accounts and the transmission and issuance of data related to such Instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to the Account or the External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds the External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Pay To or Pay From Account (as applicable) or any other of your accounts or claim a refund from you.

Future Dated, P2P transfers can be scheduled up to 18 months prior to the Send On date. Repeating transfers that are for the same fixed amount each month will be sent in accordance with your Instructions and on the same calendar day of each period you designate, or on the prior Business Day if the regular Send On date falls on a non-Business Day. If you desire to cancel a Repeating transfer, you may cancel your transaction online. If for any reason you cannot access P2P (Person To Person) Payment online, you may also call customer service at the phone number set forth in these terms and conditions.

There is no service fee from us to use P2P (Person To Person) Payment. However, other processing fees may apply. If we process a transfer in accordance with your Instructions that overdraws your Account with us, we may assess a fee for any such overdraft in accordance with the terms of your Deposit Agreement. If we process a transfer in accordance with your Instructions that overdraws your External Account with a financial institution other than us, that institution may assess fees or charge interest for any such overdraft. We will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to the designated Pay From Account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with P2P (Person To Person) Payment. Fees are subject to change from time to time upon notice to you as may be required by law.

If you permit other persons to use P2P (Person To Person) Payment or your password, you are responsible for any transactions they authorize from your accounts. Tell us AT ONCE if you believe your password has been lost or stolen or

that an unauthorized online transfer has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum.

If we do not complete a transfer you send from your deposit account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- a. If, through no fault of ours, your account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.
- b. P2P (Person To Person) Payment, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.
- c. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- d. For External Transfers, the third party financial institution holding your account mishandles or delays processing or posting a transfer sent by P2P (Person To Person) Payment.
- e. If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number for your Pay To and Pay From Accounts, the email address of the recipient for transfers you send and transfer amount for a transfer.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

#### **6. MoneyDesktop, (Digital Money Management Services)**

MoneyDesktop allows you to use a computer or a mobile device to better manage your information by consolidating it in one place. In order to use MoneyDesktop you must have at least one Washington Trust Bank account (either loan or deposit account) and you must have enrolled in WTB Online. MoneyDesktop uses proprietary technology to allow you to retrieve, view, and maintain information you have available at various websites, all in one convenient location. You are permitted to use the content delivered to you through MoneyDesktop only through MoneyDesktop. You agree not to copy, reproduce, distribute, or create derivative works from this content. You also agree not to reverse engineer or reverse compile any MoneyDesktop technology. You also agree not to resell or make any commercial use of the services involved with MoneyDesktop.

**You understand and agree that the Bank, its officers, directors, employees and its service providers are not acting as financial planners, investment advisors or tax advisors when offering services through MoneyDesktop. For such advice, you should seek the advice of an appropriate professional regarding any financial decisions or transactions relating to your use of the MoneyDesktop services.**

You agree not to use MoneyDesktop or the contents or information delivered through MoneyDesktop in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights to publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to the use of MoneyDesktop to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for the Bank or its affiliates or cause the Bank to lose the services of the Bank's service provider; (f) be defamatory, trade libelous, unlawfully threatening or harassing; (g) be perceived as being obscene or pornographic; (h) interfere or disrupt computer networks connected to MoneyDesktop; (i) interfere with or disrupt the use of MoneyDesktop by any other authorized user; (j) use MoneyDesktop in such a manner as to gain unauthorized access or entry to the Bank's or any third-party computer system.

Once enrolled in MoneyDesktop, all of your Washington Trust Bank accounts linked to your User ID through WTB Online are automatically added to MoneyDesktop. You may add information about accounts accessible at other websites that you maintain at other financial institutions or other companies (these are considered "third parties"). When you use MoneyDesktop to access a third-party website, you agree to the following:

- a. You will be subject to all of the Terms and Conditions established by those third parties and that this MoneyDesktop Addendum does not amend any of those third-party Terms and Conditions. If you have any problems with the third parties you agree to contact them directly for a resolution. You agree to exercise caution when browsing on the Internet and use good judgment and discretion when obtaining or transmitting information or making purchases. From MoneyDesktop you may be able to access or be directed to websites



containing information or material that may be offensive or inappropriate for some people. The Bank does not endorse and makes no effort to review these websites, nor is the Bank responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites. The Bank retains the right (but does not have an obligation) at its sole discretion to prevent access to any website from MoneyDesktop.

b. You authorize the Bank and any of the Bank's service providers to access the third-party website and accounts that you designate to retrieve account information on your behalf, and you appoint the Bank as your agent for this limited purpose. In addition, you designate the Bank and its service providers as your true and lawful attorney-in-fact, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third-party websites, retrieve account information, and use your information for the purpose of accessing your designated accounts and operating MoneyDesktop, with full power and authority to do and perform each and every act requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. **This access and retrieval of information through MoneyDesktop does not include the capability or authority to initiate transactions; thus the Bank is not responsible for transactions on the accounts involved.**

c. You represent to the Bank that you are the legal owner of the accounts at third-party websites which you include in MoneyDesktop and that you have the authority to (i) designate the Bank as your agent, (ii) use MoneyDesktop and (iii) give the Bank your passwords, user names, and all other information you provide to access the third-party accounts.

**d. YOU AGREE AND ACKNOWLEDGE THAT WHEN THE BANK OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM A THIRD-PARTY WEBSITE, THE BANK OR ITS SERVICE PROVIDERS ACT AS YOUR AGENTS AND NOT THE AGENTS OF OR ON BEHALF OF THE THIRD PARTY.** Third-party websites shall be entitled to rely on any authorizations, agency and power of attorney granted by you to the Bank.

e. MoneyDesktop does not have the capability to initiate transactions affecting your financial accounts or provide notices or instructions affecting your financial accounts. You understand that when you access a third-party website through MoneyDesktop, you are opening a new web browser window to directly connect to that third-party website and you are submitting information you have designated to allow further access to that website. Transactions and inquiries that you initiate directly through such a third-party website are not made through MoneyDesktop and the Bank has no responsibility for such transactions. You agree that you are responsible for all fees charged by the third party in connection with any such transactions and accounts. You agree to address any disputes or issues with any such third-party account transactions directly with the third-party account provider.

**f. Data and information on MoneyDesktop is provided for information purposes only and is not intended for trading or transactional purposes.** Balances shown on MoneyDesktop reflect the most recent refresh of the information stored on the third-party website and may not be accurate if a refresh was not successfully completed or the information obtained during the refresh is otherwise not accurate or current. You agree that the Bank is not liable for any errors or delays in the content, or for any actions taken in reliance thereon.

g. The Bank does not endorse any of the services provided by any of the third-party websites which you may choose to access. The third-party institutions you select are solely responsible for their services to you. The Bank is not liable for any type of damages or costs arising out of or in any way connected with your use of the services from these third-party institutions or companies. MoneyDesktop is not sponsored or endorsed by any of the providers of third-party accounts you access through MoneyDesktop.

h. You may choose to add information into MoneyDesktop for accounts not available at other websites or which are not linked to MoneyDesktop. In such case, you agree that you are solely responsible for the accuracy of such information.

The Bank and its service providers cannot always foresee or anticipate technical or other difficulties. These difficulties may result in lost data, personalized settings or other MoneyDesktop service interruptions. Notwithstanding any language to the contrary in any agreements you have with the Bank, with respect to MoneyDesktop the Bank does not assume responsibility for the timeliness, accuracy, reliability or completeness of information, or the deletion, non-delivery or failure to store any user data, communications or personalized settings. The Bank cannot guarantee the security of MoneyDesktop as it may be compromised or malicious code may be introduced by third parties. The Bank will provide you with notice if your information is subject to a security breach, as required by applicable law.

## 7. Mobile Deposit

Mobile Deposit enables you to use WTB Online and certain hardware (such as a smartphone or other mobile device) approved by us to (i) create electronic images of the front and back of certain Paper Items and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with the WTB Online Terms and Conditions.

For purposes of Mobile Deposit, a Paper Item (“Paper Item”) includes a check, a substitute check, purported substitute check, draft, demand draft, preauthorized draft, money order, or cashier’s check.

An Electronic Item (“Electronic Item”) means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

- a. Create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the “Paying Bank”);
- b. Include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
- c. Present or post any Electronic Item for which we are the Paying Bank.

In order to enroll in Mobile Deposit, you must be designated as an authorized signer or owner of a Washington Trust Bank account (the “Account”) that is eligible for this service.

As a condition to the Bank’s provision of Mobile Deposit, you shall (a) maintain the Account in good standing, (b) subscribe to WTB Online, and (c) comply with such restrictions on Mobile Deposit we may communicate to you from time to time.

**Mobile Deposit is provided at no charge to you; however, standard data and/or text message service charges may apply depending upon your wireless provider and plan. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge additional fees for use of Mobile Deposit. If you continue to use Mobile Deposit after the additional fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at the Bank from which fees for Mobile Deposit will be debited (your “Billing Account”).**

**Any applicable fees for Mobile Deposit may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.**

You shall use hardware approved by the Bank, and WTB Online, to create electronic images of checks and other Paper Items that you wish to deposit to your Account by means of Mobile Deposit, and to transmit your Electronic Items to us. The following items may not be deposited through Mobile Deposit: international checks, remotely created checks (whether in paper form or electronically created), checks drawn against a line of credit, or cash. Except as noted in the preceding sentence, only checks, money orders, or cashier’s checks, drawn on or payable at or through a U.S. bank, can be transmitted through Mobile Deposit. Additionally, only Items that are made payable to, and indorsed by, you may be transmitted through Mobile Deposit.

At the banks discretion, daily and monthly deposit limits will be established and modified. For details on these limits, please contact Priority Service at 800-788-4578.

If you transmit your Electronic Item(s) to the Bank before 8:00PM Pacific Time (the “Cut-Off Time”) on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. A Business Day is every day except Saturdays, Sundays, and federal holidays (“Business Day”). If you transmit your Electronic Item(s) to us after the Cut-Off Time on any Business Day, we shall review and process your Electronic Item(s) on the second Business Day following

your transmission. Your Electronic Item(s) is deemed to have been received by the Bank when Mobile Deposit generates a confirmation message.

We will not consider funds that are deposited using Mobile Deposit as “received” until we have received, reviewed, and processed an Electronic Image that meets all of the requirements for deposit (including all requirements to create a Substitute Check) stated in the Washington Trust Bank Terms and Conditions and any additional documentation. Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for Mobile Deposit (each, an “Exception Item”). An Exception Item includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item through WTB Online, or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the original Paper Item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to the Bank. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your account. Electronic Images submitted through the Bank’s Mobile Deposit from your mobile device are not subject to the funds availability requirement of the Federal Reserve Board’s Regulation CC. You are responsible for verifying the actual availability of funds following any Mobile Remote Deposit.

Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the Account on the Business Day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at the office where the Account is maintained.

Any individual authorized by you to access Mobile Deposit (a “User”) shall do so by entering a user name and a password, or other unique identifier that may be required (individually and collectively, “Codes”). No person employed by the Bank shall have access to any Codes you or your Users create. From time to time, we may require you to use additional security and authentication procedures.

You or the Bank may terminate Mobile Deposit at any time. The Bank may periodically audit and verify your compliance with Mobile Deposit. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by the Bank in the course of such audit.

**You represent and warrant to the Bank that:**

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS MOBILE DEPOSIT AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF MOBILE REMOTE DEPOSIT CAPTURE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING MOBILE DEPOSIT, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT THE BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM AUTHORIZED ACCESS. YOU AGREE TO NOTIFY THE BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

You will use Mobile Deposit only for Paper Items that are payable to, and indorsed by, you.

You will properly secure all hardware you use in connection with Mobile Deposit (including, but not limited to, securing the hardware with Codes to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Items for a minimum of five (5) calendar days,

but no longer than fourteen (14) calendar days, from the transmission date (“Retention Period”). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us an Electronic Item.

You will not submit any duplicate Electronic Items to us.

You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.

You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR data.

You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit it to us.

You will only transmit Electronic Item(s) that are drawn on or payable at or through banks located within the United States.

You will not store or make a back-up copy of the Electronic Item(s).

Any User of the Service is at least 18 years of age.

## **8. Mobile and Tablet Applications.**

This Agreement is an End User Agreement for our Mobile and Tablet Applications. Access to your Services is provided by us via mobile and tablet applications using mobile technology solutions provided by Jack Henry and Associates, Inc. and MX Technologies ("Licensor"). Jack Henry and Associates, Inc. and MX Technologies are not a provider of any financial services and is not responsible for any of the materials, information, products or services made available to you through the mobile and tablet applications.

You agree that the Licensors are the owner of all rights, title and interest in and to the mobile technology solutions, including any downloaded software and computer programs as well as accompanying user documentation and all subsequent versions and updates. Your use of the applications is your acceptance of the Terms and Conditions.

You are granted a personal, nonexclusive, nontransferable license to use the applications in accordance with this Agreement for the sole purpose of accessing the Services made available to you through the applications. The license may be terminated at any time, for any reason or no reason, by you, the Bank or the Licensor. Upon termination, you agree to immediately delete all applications you have downloaded to your mobile devices.

You agree not to modify, revise or create derivative works of the applications. You agree not to decompile, reverse engineer or otherwise attempt to derive the source code for the applications. You agree not to distribute, sell, rent, lease, sublicense, or otherwise transfer rights to the applications. You agree not to remove or alter any proprietary notices, legends, symbols or labels from the applications. You agree that the Licensors may collect and use technical data and related information about your device, system and application software. Such data will be gathered periodically to facilitate updates, product support and other services related to the applications. The Licensors may use this data so long as the form of the data does not personally identify you.

## **9. Cut-off Times and Limits for Transfers and Payments.**

Transfers and payments from a deposit account (excluding investment accounts) are immediately reflected in the Account's available balance. Transfers and payments from a credit account are immediately reflected in the available account balance.

Transfers as a payment to a Washington Trust Bank line of credit, installment loan or mortgage account made before noon Pacific Time (12:00 PM), will be credited with the date the payment is submitted. Transfer payments submitted after noon will be credited on the next Business Day's date. Updates to credit account balances, funds availability, and transaction posting may take up to two (2) Business Days.

Expedited payments made through WTB Bill Pay scheduled prior to noon Pacific Time (12:00 PM) can be made on the day of the scheduled payment.

Transfers to a deposit account made prior to noon Pacific Time (12:00 PM) on a Business Day will appear on the same day's date in the account transaction history. Transfers made after noon will be credited on the next Business Day's date. This process may impact when fees apply to your account. Credits can help avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions that night, they will appear with our next Business Day's date in the deposit account transaction history.

Transfers are limited to the account available balance unless the funding account is a credit card, then it is limited to the ledger balance. We are not required to process any loan advance request (1) in an amount less than the minimum amount established by the Bank, (2) if any default exists under any credit agreement with the Bank, or (3) if the Bank is otherwise excused or prohibited under any credit agreement, loan document or applicable law, rule or regulation.

## **10. Canceling Transfers and Payments.**

In order to cancel a WTB Bill Payment, you must sign into WTB Online and follow the directions provided on the Bill Pay screens. The cancel feature is located in the pending payment section or in the recurring payment section. Future-dated payments can be canceled prior to noon Pacific Time (12:00 PM) on the third day prior to the scheduled delivery date.

A one-time transfer to any of your Washington Trust Bank deposit accounts or credit accounts cannot be canceled after you have submitted it in WTB Online. Future dated and recurring transfers can be canceled prior to noon Pacific Time (12:00 PM) on the bank Business Day prior to the date the transfer is scheduled to be made. If the transfer's or payment's status is "processed" or "in process" - you cannot cancel it.

Alternatively, you may request to cancel a scheduled or recurring transfer or payment by calling us at 800.788.4578. We must receive the telephonic request three (3) bank Business Days or more before the transfer or payment is scheduled for processing. If you call, we may also request you to put your request in writing and get it to us within ten (10) days after you call. If you call to cancel a transfer or payment that is pending you will be charged a stop payment fee in accordance with this Agreement and your Account Agreement.

If you attempt to cancel a transfer in accordance with the above instructions and we fail to cancel the transfer, we will be liable for your loss or damages.

## **11. Automated Stop Payment Services.**

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, the Bank may provide to you Stop Payment Services ("Stop Payments"). We offer Stop Payments through WTB Online. 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 the Bank "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 WTB Online 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 WTB Online; 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 WTB Online. 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.

## **12. 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 WTB Online 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 WTB Online and sign up today.

## **13. eStatements and eNotices.**

WTB eStatements and eNotices 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 WTB Online and then selecting the eStatements and eNotices enrollment option. 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 the Bank's discretion, we will terminate your Online Banking Services for inactivity after 12 months. If you are enrolled to receive eStatements at the time of Service(s) cancellation, 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 when you connect to WTB Online Services. 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 months from the current statement date. You must view your current eStatement and eNotices within five 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 our Priority Service Center at 800.788.4578. You will resume receiving paper statements in the mail beginning with the next statement cycle.

#### **14. Errors and Questions About Your Accounts**

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

- a. Telephoning us at: (509) 353-BANK
- b. Writing us at: Washington Trust Bank, PO Box 2127, Spokane, WA 99210-2127
- c. Sending us a secure message by logging onto WTB Online and clicking on Message Center to send us a message.

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:

- a. Your name and Account number;
- b. 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;
- c. 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.

## 15. 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 the Bank to provide WTB Online was not working properly and you knew or were advised by the Bank 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 WTB Online service 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 the Bank. 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 for failing to provide access to your Accounts through WTB Online. 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 WTB Online 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.

## B. ADDITIONAL SERVICES

### 1. Payment Services

#### a. 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 the Bank'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 and 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 up to three (3) Business Days prior to the settlement date. Upon initiation of prefunded Entries, we are authorized to charge your settlement Account or other Ac-count(s) in the total amount of such Entries. Funds received by the Bank for this purpose shall be held in an Account owned and controlled by us until the relevant 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, 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 an ACH Debit Entry to the Receiver's Account.

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 the Bank, 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 the Bank, 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 insuring 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 the Bank 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 inquiries or violations.

**ACH Debit Block, Debit Filter and Positive Pay.** If requested by you and agreed to by both of us, we will provide ACH Services related to processing your Debit Entries on the basis of our ACH Debit Block, ACH Debit Filter, or ACH Positive Pay services. You understand that our ACH Debit Block, ACH Debit Filter, and ACH Positive Pay services will also cause the rejection of paper checks which have been converted to electronic form (i.e., under the National Automated Clearing House Association 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 Debit Block, ACH Debit Filter, 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 the return of an ACH Debit, including any ACH Debits for federal or state tax payments, which you have not specifically authorized for payment

**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 Debit Filter.** Under the ACH Debit Filter, you will provide us with a list of permitted inbound ACH Debit Entry names and we will only permit and process ACH entries from such approved payees on your list. Notwithstanding the foregoing, upon receiving an ACH Debit Entry against an Account of yours from a non-approved party, we shall attempt to contact your designated Authorized Representative or Authorized Agent to determine if you wish to approve the requested ACH debit. We shall not be required to make more than one attempt to reach your designated location by telephone. If we are able to reach your designated location, but not your designated Authorized Representative or Authorized User, we may leave a message containing the information to be conveyed. In the event your designated Authorized Representative or Authorized User does not respond to the our call by the deadline for rejecting the ACH debit, we will reject it in accordance with the ACH Debit Filter list you provided.

**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 the Bank’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. Under ACH Positive Pay, we will permit and process only ACH debit entries from originating companies that you specifically authorize. You can establish additional conditions with regard to maximum amount and ACH Standard Entry Class code. 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.

**4. “Pay” 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 you have not previously authorized. 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.

**5. Security Procedures.** You warrant that no individual will be allowed to initiate “Pay” 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.

#### **b. 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 and 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 and 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. The Bank 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.

#### **c. Bank to Bank (B2B) Transfers.**

Bank To Bank (B2B) Transfers allow you to make ACH transfers to your own accounts at other banks via consumer WTB Online Banking.

Bank To Bank (B2B) Transfers - You are able to send money to an account that you hold at any U.S. bank through WTB Online via your desktop, laptop, tablet or mobile smartphone. After sending two test transactions, in denominations between \$.01 - \$.99, you are able to send money using account routing and transit numbers.

#### **Cut Off Times**

The processing of Bank-to-Bank transfers initiated before 4:30pm (PST) will begin on the same business day. The processing of transfers initiated after 4:30pm (PST) will begin the next business day. Funds transferred to your WTB account will be available 3 days after processing or when the transaction has finally settled.

#### **Definitions.**

As used in Bank To Bank (B2B) Transfers, the following terms have the following meanings:

1. "Business Day" refers to Monday through Friday, excluding federal holidays.

2. "Cancelled" means funds will neither be processed nor sent for any reason.
3. "Account" means a deposit account held by Washington Trust Bank and registered for the B2B Electronic Payment Services.
4. "Completed" means funds have been successfully processed and both Pay To and Pay From Accounts have been updated. It does not mean funds have necessarily been received into your Pay To Account.
5. "Current Day" refers to funds from an Account that are scheduled to be sent with a present day Send On date (i.e., the transfer is scheduled to begin processing the same date as the Instructions are entered).
6. "Cut-Off Time" means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled "Cutoff Times" for additional details.
7. "External Account" means a deposit account held by a financial institution other than us.
8. "Funded" means when an amount to be sent has been withdrawn from (or in the case of a line of credit, charged against) the available balance of the Pay From Account.
9. "Future Dated" means Instructions that are not scheduled to begin processing on the Current Day; only Business Days may be selected for Future Dated transfers.
10. "In Process" means the funds requested for transfer are in transit but have not yet been credited to the Pay To Account.
11. "Instructions" means the information provided by you in order for the funds to be delivered to the Pay To Account.
12. "Pay From Account" means the account from which funds will be sent.
13. "Pay To Account" means, the account to which funds will be transferred.
14. "Pending" means any Instruction that has not been Cancelled before the Cutoff Time on the Send On date and has not been Funded.
15. "Repeating" means automatic recurring payment or transfer to the same Pay To Account, for the same amount which you can authorize for transmission;
16. "Returned" means a request to transfer funds was rejected and not processed by the institution that holds the Pay From or Pay To Account.
17. "Send On date" means the Business Day we will begin the delivery process. NOTE: The Send On date may vary depending on available funds or credit, the Business Day on which it falls, the recipient's acceptance of the transfer, if required, or the recipient's registration status in the B2B Transfers and may be on or after the date entered in the sender's Instructions.
18. "Transfer" means any Instruction to move funds electronically from one account to another, or to advance funds from a line of credit to another account via the B2B Transfers and/or Instructions that have been processed through the B2B Transfers, as the context requires.

We may disclose information to third parties about your account or the funds you send or receive:

1. as necessary to complete transactions;



2. as necessary in connection with offering the B2B Transfers;
3. in connection with the investigation of any claim related to your account or the funds you send or receive;
4. to comply with government agency or court orders;
5. in accordance with your written permission; and
6. as otherwise permitted by the terms of our privacy notice.

The Bank's privacy notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your Washington Trust Bank Account with us. It can be viewed by clicking on the "Privacy" link on any of our website pages.

B2B Transfers can be cancelled at any time. By canceling B2B Transfers, any Pending, Repeating and Future Dated transfers, as well as transfers that have not been accepted by the recipient will also be terminated. However, any transfer that is In Process cannot be Cancelled. When you cancel B2B Transfers, you will no longer be able to access or use B2B Transfers and you will not receive a refund of any applicable fees. When you cancel B2B Transfers, it will not cancel your other online services or your account relationships, if any, with us.

You authorize us to charge your designated Pay From Account with us for all transfers of funds that you initiate through B2B Transfers and you agree to have sufficient funds in your Pay From Account on the Send On date to cover each such transfer you schedule and any fees that might be associated with such transfer until the transfer is Completed or Cancelled. We will not be obligated to make any transfer you may request unless there are sufficient available funds in your Pay From Account to cover the transfer on the Send On date until the transfer is Completed or Cancelled. If there are insufficient available funds to cover a transfer, we will automatically try to debit the Pay From Account up to two (2) more times a day for up to three (3) succeeding Business Days. After the final attempt, the transfer request will be Cancelled.

Transfer Instructions relating to External Accounts and the transmission and issuance of data related to such Instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to the Account or the External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds the External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Pay To or Pay From Account (as applicable) or any other of your accounts or claim a refund from you.

For Future Dated B2B transfers, there is no limit to how far in advance they can be setup. Repeating transfers that are for the same fixed amount each month will be sent in accordance with your Instructions and on the same calendar day of each period you designate, or on the prior Business Day if the regular Send On date falls on a non-Business Day. If you desire to cancel a Repeating transfer, you may cancel your transaction online. If for any reason you cannot access B2B Transfers online, you may also call customer service at the phone number set forth in these terms and conditions.

There is no service fee from us to use B2B Transfers. However, other processing fees may apply. If we process a transfer in accordance with your Instructions that overdraws your Account with us, we may assess a fee for any such overdraft in accordance with the terms of your Deposit Agreement. If we process a transfer in accordance with your Instructions that overdraws your External Account with a financial institution other than us, that institution may assess fees or charge interest for any such overdraft. We will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to the designated Pay From Account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with B2B Transfers. Fees are subject to change from time to time upon notice to you as may be required by law. If you permit other persons to use B2B Transfers or your password, you are responsible for any transactions they authorize from your accounts. Tell us AT ONCE if you believe your password has been lost or stolen or that an

unauthorized online transfer has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum.

If we do not complete a transfer you send from your deposit account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

1. If, through no fault of ours, your account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.
2. B2B Transfers, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.
3. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
4. For External Transfers, the third party financial institution holding your account mishandles or delays processing or posting a transfer sent by the B2B Transfers.
5. If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number for your Pay To and Pay From Accounts, the email address of the recipient for transfers you send and transfer amount for a transfer.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

#### **d. 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 the Bank). 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 receives 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 canceled 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 WTB Online 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 and 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 WTB Online including addition, modification and deletion of wire transfer templates. You may terminate a repetitive wire transfer payment order initiated outside of WTB Online 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 WTB Online.** The confirmation of wire transfer payment orders you initiate through WTB Online shall be verified and approved by you prior to being transmitted to us. All WTB Online wire transfer payment orders shall be initiated in accordance with the security procedures established for WTB Online.

**e. Electronic Data Interchange (EDI) and EDI Bill Payment Services.**

If you apply for electronic data interchange Services (“EDI Services”) in accordance with this section, we will facilitate the electronic transfer of payments, remittance and other information between you and your trading partners.

**EDI Requests.** You may deliver to the Bank requests for fund transfers (“Payment Orders”) and/or data interchange through the agreed upon means (collectively referred to as “EDI Requests”). EDI Requests will conform to the content format, deadlines and other specifications established by the Bank. You may not amend or revoke EDI Requests after they have been received by the Bank. We will execute conforming EDI Requests in a timely manner. We will notify you if an EDI request is rejected in accordance with procedures established by the Bank. You are solely responsible for the accuracy of the EDI requests. You are solely responsible for the secure storage of all data relating to such information so that it can be made available to individual Receivers upon request. Payment Orders originated via EDI Services are subject to the Terms and Conditions of the underlying payment services as described in this Agreement.

**EDI Bill Payment Services.** The EDI Bill Payment Service is an Internet Service that allows you to initiate EDI Requests directing the Bank to pay bills to third parties from your designated funding Account and to deliver to you reports about such payments. When sending a Payment Order, you authorize us to transfer funds in accordance with your EDI Requests sent via WTB Online. You may not cancel or amend your EDI Bill Payment once it has been delivered to the Bank. You may change your designated funding Account by giving notice to the Bank that allows a reasonable time for the Bank to execute on that notice. If you delete a Payee from the EDI Bill Payment Service, all previous bill payment records will also be deleted and any pending EDI requests will be immediately canceled. We have the right to reject any EDI request, including if there are insufficient funds in the designated funding Account.

**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.

**f. 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 the Bank 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 the Bank has compared checks it receives to the Check Issue Data, it will pay matching checks. In addition, the Bank 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 the Bank. 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 the Bank 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 the Bank in the format, by the deadline(s), and at the place(s) specified by the Bank 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. The Bank 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 the Bank 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 the Bank to return Matching Check by the cut-off time for the Bank 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 the Bank 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 the Bank, 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 the Bank may receive checks that contain posting errors from another financial institution. The Bank will use reasonable efforts to correct such checks presented for payment against the

Customer's Account. However, the Customer is responsible for notifying the Bank 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 the Bank'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 the Bank determines in its sole discretion that the check is not properly payable for any reason (without the Bank'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 the Bank returns in accordance with the Agreement will be deemed not to be properly payable.

## 2. Deposit Services

### a. 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 the Bank. Remote Deposits require you to have a WTB Online Account. You will also need a scanner that is compatible with Remote Deposit Capture Services.

**Authorization to Make Remote Deposits to Your Accounts.** You authorize the Bank to deposit funds of 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 the Bank purports to have been transmitted or authorized by you and we 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 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 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 the Bank for deposit into the designated Account on the date that the deposit is confirmed by the Bank. 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. The Bank 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 the Bank. 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 the Bank'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 the Bank 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. The Bank 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 the Bank in a prompt fashion, but we are not liable for temporary failure to provide timely access to the Bank’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 the Bank’s system. Information we provide you in respect to all transactions is provided solely for your convenience, and you have no recourse against the Bank 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 the Bank 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.

**b. WTB Electronic File Deposit Services.**

The WTB 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 the Bank 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 the Bank 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 the Bank for deposit into the designated Account on the date that the deposit is confirmed by the Bank. 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. The Bank 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 the Bank. 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 the Bank'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 the Bank 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. The Bank 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 the Bank'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 the Bank's system. Information we provide to you with respect to all transactions is provided solely for your convenience, and you have no recourse against the Bank 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 the Bank 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 original 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.

### **c. Lockbox Services.**

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

**Authorizing the Bank Access to Your Mail.** You authorize the Bank to establish, at your expense, a post office box address where your clients may mail payments. You also authorize the Bank 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. The Bank 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 and Conditions as are applied to other deposits and shall be subject to the Bank’s funds availability schedule.

**Lockbox Processing.** You authorize the Bank 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.” The Bank 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 the Bank 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 the Bank. 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 on WTB Online, 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.

The Bank 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 the Bank prior to use.

## **3. Account Management Services**

### **a. CD-ROM Check Imaging Services.**

Our CD-ROM Check Imaging Services allow you to access images of the checks paid, deposit slips, miscellaneous paper-based debits and credits, and statements for the deposit Accounts you select. We will deliver to you, monthly or annually, a password-protected CD-ROM with images of all the foregoing, after the end of your statement cycle.

### **b. Cash Vault Services.**

**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.

**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 the Bank that the Customer has designated as being covered by the Services described herein.

**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 the Bank; and (iv) to receive same date credit, deposits must be made prior to the daily cut-off time established by the Bank from time-to-time, and any deposits received by the Bank after its daily cut-off time may be considered to have been received on the next Business Day.

The Bank 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 the Bank's count will be the valid and controlling count; (iv) the Bank will notify the Customer promptly by telephone of any deposit for which the Bank's count varies from the Customer's count by \$100.00 or more; and (v) if the Bank'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, the Bank 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 the Bank receives the deposit prior to the Bank'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 the Bank. The Bank'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 the Bank. The Customer shall be responsible for any of its encoding errors. The Bank may treat certain deposits as un-encoded deposits if there is an unacceptable rate of encoding errors.

**eCash Orders.** The Bank may provide the Customer, on an automated basis, with United States currency and coin in designated denominations from time-to-time as requested by the Customer ("eCash Orders"). The Customer must comply with all of the Bank'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 the Bank. The Bank may deliver any eCash Order to any individual that the Bank 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. The Bank 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.

**Withdrawals.** The Customer may order currency and coin from the Bank as follows:

1. Currency may be ordered in standard full strap quantities only.
2. Coin may be ordered in standard full box units (50 rolls) only.
3. A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by the Bank.

4. Orders for coin and currency may be placed no later than the cut-off time established by the Bank from time-to-time for delivery on the next Business Day.
5. The Bank 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.

**Processing Days.** The Bank will provide processing on all days, Monday through Friday, except for holidays on which the Bank is closed.

**Carrier Service.** Any carrier service utilized to deliver or secure coin, currency or other property to or from the Bank will act as the agent of the Customer and not of the Bank. 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 the Bank that all insurance coverage of its carriers will name the Customer as beneficiary.

**Representations.** The Customer represents and warrants to the Bank that (i) all funds deposited with the Bank will be the proceeds of, and all funds ordered and withdrawn from the Bank 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 the Bank immediately, upon request, with any information, and otherwise shall cooperate with the Bank in every way necessary in order to enable the Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

**Bank Third-Party Vendor.** The Bank 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 the Bank hereunder, the Bank will provide the Customer with all necessary instructions for contact with such third party. The Bank's use of such a third party shall not relieve the Bank of its obligations hereunder.

**c. Cash Management Sweep Account Services**

**NOTICE: THE INVESTMENT OPTIONS OFFERED BY THE BANK UNDER THE COMMERCIAL SWEEP ACCOUNT ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, ARE NOT OBLIGATIONS OF, OR GUARANTEED BY, THE UNITED STATES GOVERNMENT OR ANY AGENCY OR INSTRUMENTALITY THEREOF, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED.**

If a Cash Management Sweep Account has been requested and agreed to by the Bank, the Customer authorizes the Bank to transfer funds on a manual or automated basis to and from the Demand Deposit Account (“DDA”) and investment device selected by the Customer. Funds will be transferred between the Accounts so that (i) to the extent funds are available in either Account, the Customer’s DDA maintains an average collected balance equal to a pre-established balance (“Target Balance”); and (ii) any collected funds in the DDA that exceed the Target Balance are invested by the Bank as directed by the Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be liquidated and credited back to the DDA as needed so that the average collected balance of the Customer’s DDA equals the Target Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the DDA upon maturity. The Bank may limit the amount of excess collected funds that it will invest on behalf of the Customer on any particular Business Day. The Bank may also impose a maximum redemption amount to bring the DDA to the Target Balance on a particular Business Day. If the Customer’s investment option is not available on a given Business Day, then all excess funds will remain in the DDA until the next Business Day. The Bank is authorized to accept verbal instructions, including telephone instructions, from the Customer representatives for the transfer of funds between the Bank and Customer and between the Customer’s Accounts. The Bank may rely on any instructions received from the Customer that it reasonably believes to be genuine.

The Bank is authorized to execute as Authorized User for the Customer all certificates of ownership and other instruments required by law or by contract. The Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. The Bank shall not be required to comply with any direction of the Customer which, in the Bank’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 the Bank, terminate this Service and withdraw from the Account the principal and accumulated income upon paying all sums due to the Bank and indemnifying the Bank to its satisfaction against liabilities incurred in the administration of the Account.

The Bank will act as agent to invest on the order and for the benefit of the Customer. The Services described herein are provided by the Bank to the Customer solely as bona fide treasury management services. The Bank does not undertake any fiduciary obligation to the Customer with respect to these services. The Bank’s duties to act for the Customer hereunder are solely mechanical and administrative in nature.

**Repurchase Agreements.** If the Customer chooses to invest excess funds in repurchase agreements, the Customer and Bank agree to be bound by the Master Repurchase Agreement with the Bank.

**d. Target Balance Borrowing Account Services.**

If requested by the Customer and agreed to by the Bank, the Bank 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 the Bank. The Customer authorizes the Bank to advance Available Funds from the Customer’s Note (as defined below) and to transfer such advanced funds to the Customer’s designated Account to pay items presented daily for payment, and also authorizes the Bank to transfer Excess Funds (as defined below) 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.

**Definitions.**

1. “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 the Bank generally provides credit for deposited checks.

2. "Note" means any and all promissory notes, lines of credit, reducing revolver promissory notes or overline promissory notes that the Bank has agreed will be subject to the TBBA Services described herein.
3. "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.
4. "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.
5. "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 the Bank, 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.
6. "Excess Funds" means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance.
7. "Guarantor" means any guarantor, surety, accommodation party or joint obligor of the obligations of the Customer under the Note.
8. "Target Balance" means that amount of funds which the Customer desires to maintain in the Account and which is mutually agreeable to the Bank and Customer from time-to-time.
9. "Transaction" means either a Loan Transaction or a Repayment Transaction.

**Authorization to Transfer Fund.** By requesting and being approved by the Bank for TBBA Services, the Customer authorizes the Bank 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, the Bank will determine the amount of Excess Funds, if any. If the Bank determines that there are Excess Funds, the Bank 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 the Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to the Bank 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 the Bank 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 the Bank 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, the Bank will determine the Deficiency Amount, if any. If the Bank determines that there is a Deficiency Amount, the Bank 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 the Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually established by the Bank, and the Bank will not be required to initiate any Loan Transaction not authorized by the written terms of the Customer's Security Agreement with the Bank. In addition, the Bank 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 and Conditions or if the Bank is otherwise excused or prohibited under any Loan Document or applicable law from making an advance to the Customer. Moreover,

the Bank 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) the Bank has demanded payment under the Note.

If the Bank has agreed to provide any other Services to the Customer pursuant to which the Bank is authorized to transfer Excess Funds from the Account, (i) the Terms and Conditions of this Section shall prevail over the Terms and Conditions of such other Services, (ii) the Bank 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) the Bank shall not be in default as to such other Service solely by reason of not initiating a transfer of Excess Funds.

**Overdrafts.** The Bank 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 the Bank'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. The Bank reserves the right to either pay or not pay such an item and the Account will then be subject to all of the Bank'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 the Bank 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 the Bank 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 and 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 the Bank'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 the Bank to implement that cancellation or termination. The Bank 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, the Bank 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.

**e. Zero Balance Transfer Account Services.**

If a Zero Balance Transfer Account Service ("ZBTA Service") has been requested and agreed to by the Bank, the Customer authorizes the Bank 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, the Bank 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. The Bank's

provision of the ZBTA Service will be governed by this Section, other relevant portions of the Terms and 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 the Bank with verbal or written notice conforming to the Bank's security procedures. The Bank will make such changes within a reasonable time following the Bank'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 the Bank's closing process for each of the Customer's Parent and Subsidiary Accounts, the Bank will make the funds transfers necessary to pay the checks and other debit items presented for payment from such Accounts. The Bank 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 the Bank decides, in the Bank's discretion, to honor an item that would create an overdraft, the Customer shall be subject to the Bank's standard overdraft fees and other Terms and Conditions set forth in the Agreement regarding negative balances, overdraft protection, if any, and other related subjects. If the Bank does honor an item that creates an overdraft on the Customer's Parent Account, the Bank will not be obligated to continue the practice at a later time, nor will the Bank be obligated to notify the Customer of such discontinuance. The Bank 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 the Bank and such dishonor shall cause the Customer to be subject to the Bank'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 the Bank 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.