1. **Introduction.** Client identified in the Acceptance of Master Treasury Management Services ("Acceptance") has engaged Plumas Bank ("Bank") to perform the services (collectively, the "Services") selected by Client in the Acceptance and approved by Bank. The Services are more specifically described in the following, as updated from time to time: (i) the Acceptance; (ii) the service descriptions to the Master Treasury Management Services Agreement ("Master Agreement"), including any schedules, and exhibits to the same (collectively, "Service Descriptions"); and (iii) user guides, user manuals, set-up forms and other user materials, including online terms and information (collectively, "Supporting Documents"). The Master Agreement and each Service Description may include exhibits, appendices, schedules or similar materials, which form a part of the Master Agreement and Service Description, respectively. Any reference to the Master Agreement shall be deemed to include the Master Treasury Management Services Agreement, the Acceptance, the respective Service Descriptions, and the Supporting Documents, unless otherwise stated. Unless otherwise agreed in writing, the Master Agreement including the Service Descriptions and Supporting Documents will be deemed accepted by Client upon provision by Bank of a Service to Client.

   The terms and conditions of the Master Agreement apply to the Services, and Client's deposit accounts held at Bank which Client uses for transactions associated with the Services, in addition to the account deposit terms and conditions otherwise applicable to Client's accounts with Bank. Unless otherwise provided, to the extent any provision of the Master Agreement conflicts with a Service Description, the provision of the Service Description will control. To the extent any term or provision of the Master Agreement conflicts directly with any term or provision of the applicable deposit account terms and conditions or the Supporting Documents, the provision of the Master Agreement (including any Service Description) will control. All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the deposit account terms and conditions governing the account, including but not limited to transfer limitations, as amended by the Master Agreement. The term "may," when used in reference to action by Bank, is permissive and means that Bank reserves the right or is allowed, but not required, to take any action or inaction. Unless expressly provided otherwise, all references to time will be Pacific Time.

2. **Security Procedures; Communications**

   (a) Client and Bank may agree to certain procedures and security devices, which may include without limitation, codes, encryption, passwords, and other security devices, systems and Software (referred to individually and collectively, "Security Device(s)") designed to verify the authenticity of information (including without limitation transaction information), instructions, orders (including without limitation payment orders) and other communications relating to a Service (each a "Communication"). The term "payment order(s)" includes payment orders, as defined in Division 11 of the California Commercial Code. In this regard, application of the procedures and Security Devices to authenticate a Communication will be collectively referred to as the "Security Procedures" in the Master Agreement. If Bank takes any action not provided in the Security Procedures in connection with any Communication, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. Client understands and agrees that Bank will use the Security Procedures to verify the authenticity of Communications and that the Security Procedures are not designed to, and are not used for the purpose of, detecting errors in transmission or content of Communications, including discrepancies between account names and numbers.

   (b) Before using a Service and before sending a Communication to Bank, Client will review the Security Procedures and determine whether the Security Procedures will provide a commercially reasonable method for verifying whether a Communication is that of Client. As part of the review, Client will consider the size, type, and frequency of Communications Client normally makes or anticipates making, along with such other factors as Client may deem relevant or appropriate.

      i) *Commercially Reasonable Procedures*. If the size, type or frequency of Communications made by Client changes such that the Security Procedures in use by Client no longer provide a commercially

reasonable method of providing security against unauthorized Communications, Client shall immediately notify Bank.

ii) *Supplemental Security Devices.* Bank may offer to Client or require Client to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Client chooses not to implement supplemental authentication tools, Client's access to some or all of the Services may be limited. The term "Security Devices" will include any supplemental authentication tools that are offered by Bank and used by Client. Client's continued use of any modified Security Procedures will evidence Client's agreement that the modified Security Procedures are commercially reasonable for Client.

iii) *Client Responsible for Verified Communications, Even if Unauthorized.* If Bank acts on a Communication in compliance with the Security Procedures, then Client will be obligated on the Communication, and it will be treated as Client's Communication, whether or not authorized by Client.

iv) *Client Responsible for Communications Actually Authorized.* Regardless of whether or not Bank complied with the Security Procedures, any Communication received by Bank will be treated as Client's and will bind Client if the Communication is delivered to Bank directly or indirectly by any Authorized Representative (as defined below), or if Client would otherwise be legally bound by the Communication, regardless of whether the Communication was erroneous in any respect or that any loss would have been prevented if Bank had complied with the Security Procedures.

(c) Client will use and safeguard the Services, Security Devices, Security Procedures, Supporting Documents, and the Software (if applicable) in accordance with the Master Agreement. In connection with such safeguarding obligations, Client will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of any Service, Supporting Document, Security Device or Security Procedures. Without limiting the foregoing and to the extent any of the Services utilize an electronic interface, Client agrees to use and maintain at all times up-to-date anti-malware and anti-viral software, current security patches, properly configured firewalls and otherwise to use commercial "best practices" to prevent Client's computers or other electronic interfaces from being compromised, including by virus, trojan horse or other malware. Client expressly acknowledges that any wireless access to the Services initiated by Client may not be secure and, in such cases, Client assumes the risk associated with unauthorized access to the Services and any information contained therein, resulting from such wireless connectivity.

(d) Client agrees to immediately notify Bank if Client knows or suspects that a Security Device or other information pertaining to the Security Procedures is stolen, compromised, or misused. Client acknowledges that Bank's ability to reverse fraudulent electronic transfers is extremely limited, and in many cases impossible. Client acknowledges that Bank is not an insurer of Client against losses associated with unauthorized activity associated with the Services and that Client has an independent responsibility to ensure the integrity and security of Client's systems and to determine whether Client should obtain appropriate insurance coverage to protect against unrecoverable losses.

(e) Client assumes all risks associated with disclosure of any part of the Security Procedures, including a Security Device, to its employees. Client agrees to limit disclosures of Security Devices to those employees or agents it will authorize to access the Services on Client's behalf, or who have a specific need to know. Client agrees to follow all requirements and guidance that may be outlined in the Service Descriptions or Supporting Documents provided or made available to Client, including but not limited to password change policies and practices. Without limiting the foregoing, Client further agrees to require authorized persons to create new passwords at reasonably frequent periods, based on Client's assessment of the security requirements appropriate for the Services utilized by Client. Client agrees to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so.

(f) If applicable, Client may be required to select in the Acceptance, or Supporting Documents, a means of communicating with Bank in connection with a particular Service (each, a "Communication Link"). Multiple Communication Links may be selected for certain Services, as more specifically described in the Service Description and/or Supporting Documents. Information and instructions may be sent and received by Client through those Communication Links.

(g) Bank may act on a Communication by reference to the account number only, even if the name on the account is also provided and even if the account number does not actually correspond to the name. If an intermediary bank or a beneficiary's bank is identified on a Communication by both name and identifying number, Bank and other financial institutions may rely on the number even if the name and the number are not consistent or identify different parties.

(h) Bank is not obliged to act on a Communication that is not transmitted in accordance with the Security Procedures. Bank may act on an incomplete Communication at its sole discretion, including but not limited to if in Bank's reasonable opinion, it contains sufficient information. Bank has no duty to discover, and shall not be liable for, errors or omissions made by Client or the duplication of any Communication by Client.

(i) Bank may delay or refuse to execute any Communication or process any requested Service. Bank may do so for any reason or for no reason. Bank may provide notice to Client of such delay or refusal but is not obligated to do so. Bank may delay or refuse processing of a Communication, for example, if: (A) processing would or may exceed the available funds in Client's affected account; (B) the Communication is not authenticated to Bank's satisfaction or Bank believes the Communication may not have been authorized by Client; (C) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (D) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (E) processing would or may cause a violation of any laws or rules applicable to Client or to Bank; (F) for any reason determined by Bank in its sole discretion; or (G) for any other reason under the Master Agreement. In addition, Bank shall be excused from failing to transmit or delay a transmittal of a transaction or Communication if such transmittal would result in Bank's having exceeded any limitation upon Bank's intra-day net funds position established pursuant to present or future Federal Reserve Board ("FRB") guidelines or in Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. Client agrees that Bank will have no liability to Client or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

(j) If Client informs Bank that it wishes to recall, cancel or amend a Communication after it has been received by Bank, Bank may, but will not be required to, use its reasonable efforts to assist Client to do so; however, Bank shall not be liable for any loss, cost or expense suffered by Client if Bank does not, or is unable to, amend, cancel or recall a Communication. Client hereby agrees to indemnify Bank against any loss, liability, claim or expenses (including legal fees) Bank may incur in connection with assisting Client to recall, cancel or amend a Communication, and Client agrees to immediately reimburse Bank for any monies paid by Bank associated with such losses, liability, claims or expenses incurred by Bank.

(k) Client assumes the sole responsibility for providing Bank with accurate Communications in the form and format that Bank requires. Bank is not responsible for confirming Communications or for failing to detect and reject duplicate Communications. If Client provides Bank with a Communication that is incorrect in any way, Client agrees that Bank may charge Client's accounts for any transactions related to the Communication whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Client's transfer or payment instructions or other Communications.

(l) Any person identified by Client in the Acceptance, Supporting Documents or any subsequent written notice delivered to Bank as authorized by Client to receive from Bank information, communications and notices regarding the Services, and authorized by Client to submit to Bank any Communications, or

otherwise transact business via the Services is Client's "Authorized Representative." Additionally, the person referenced to or identified by Client in the Acceptance, Supporting Documents, resolutions, or any subsequent written notice delivered to Bank, as authorized by Client to make all agreements and sign and deliver all documents in connection with the Services is Client's "Executing Representative." If the identity of such an Authorized Representative or Executing Representative changes, Client will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a notice or other communication to act on it.

(m) Bank's internal compliance, fraud control and other Bank procedures are for the benefit of Bank and create no duty to Client. Bank has no duty or obligation under this Master Agreement to inform Client if Bank is suspicious of activity, including possible breach of security by Client's Authorized Representative(s) or Executing Representative(s) or unauthorized disclosure or use of Security Devices.

3. **Software and Equipment.** Prior to enrolling in the Online Banking Services and accepting the electronic version of this Agreement you should confirm you have the required technology necessary to access the online banking services. Client must have the following required technology to utilize Online Banking Services: 1) You must have a computer and Internet browser that will support 128-bit encryption 2) You must use the most current, fully patched, versions of Internet browsers for accessing the Online Banking services. Certain older browsers may not be sufficient to establish access., some features may not be supported with older browsers. 3) You will need Internet access through an Internet Service Provider (ISP). 4) You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures. 5) You will need an external email address for the delivery of electronic notices and disclosures. 6) You must maintain fully updated anti-virus protection on your computer at all times.

   If we revise hardware and software requirements, and if there is a material chance that it will impact your ability to access the Online Banking services, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. electronic format).

   You shall at all times be responsible for purchasing, installing and maintaining the Required Technology. You may be required to purchase Required Technology from us. You are solely responsible for maintaining the Required Technology with the necessary compatibility and format to interface with our system, including without limitation, the ability to support the Security Devices and Procedures required by us or established by you. You are required to comply with the minimum compatibility requirements for all Required Technology used in connection with Online Banking Serv ices, including but not limited to those for any Required Technology that we subsequently allow to be used with Online Banking services.

   We are not responsible for your failure to use Required Technology in compliance with the above technology recommendations. We are not responsible for any liability caused or in any way arising out of the installation, use or maintenance of your personal computer hardware or software or other Required Technology, including any software provided by us or one of suppliers or vendors.

   Any required Technology provided by you, prior to use in connection with the Online Banking Services shall meet any and all requirements established by us from time to time, including but not limited to those set forth in this section. You agree (a) to comply with any license agreement related to any Required Technology and (b) that a failure to comply with such licensing agreement shall be a default under this agreement. To the extent applicable, we hereby grant you a limited, non-exclusive sublicense to use any software or other Required Technology made available by us. Such sublicense shall automatically terminate upon termination of this Agreement for any reason, and upon termination of this Agreement, you are required to immediately remove from your systems any Required Technology made available to you by us. You are also responsible for ensuring that your use of Required Technology is in compliance with all applicable requirements of telecommunications companies, government authorities, and otherwise including but not limited to your communications connection to the Online Banking services.

4. To the extent any of the Services involve Bank having granted Client Software License usage rights, such grant shall be a non-exclusive, non-transferable right to access and use the Service in connection with Client's own business operations in accordance with the Supporting Documents. Client agrees to comply with the terms of any Software License(s) provided to Client in connection with the Services. Client acknowledges and agrees that the Software and content used by Bank in the operation and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, Software, content, designs, graphics, and trademarks included as part of the Services and Bank's name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by Bank and Bank's licensors. As such, Client will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of the Master Agreement or otherwise. Client may not distribute, reuse, reproduce, duplicate, copy, publish, sell, or otherwise transfer (i) any portion or element of a Service or the Intellectual Property or (ii) access to Bank a Service or Intellectual Property. Further, Client may not (a) create derivative works of any portion or element of a Service or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology Bank incorporates in a Service; (d) modify or erase any copyright or trademark notice Bank places in connection with a Service; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided through a Service (sometimes known as "scrapers," "spiders," "robots" or "bots") to systematically access and download data; (f) frame any content provided through a Service or any Intellectual Property; or (g) use any circumvention tools, meta tags or any other "hidden text" utilizing Bank's name, trademark, URL, product name or other Intellectual Property. Unless expressly otherwise agreed by Bank in writing, the computer programs, Service guides, Security Procedures, equipment, Software, and systems provided by Bank to Client in connection with the Services represent Bank's proprietary property, including Intellectual Property, and must be returned to Bank upon request.

   Unless otherwise provided in the Master Agreement, Client is responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, computers, and software (collectively "Equipment"). Client agrees to use Equipment that is compatible with Bank's programs, systems, and equipment, which Bank may change from time to time. Bank assumes no responsibility for the defects or incompatibility of any Equipment that Client uses in connection with the Services, even if Bank has previously approved their use. BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE BY BANK TO CLIENT OR OTHERWISE USED BY CLIENT. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND CLIENT HEREBY WAIVES AND RELEASES BANK FROM ALL SUCH WARRANTIES. Client agrees to notify Bank promptly if any Software or equipment Bank provides to Client becomes defective. Bank's sole responsibility (if any) in such instances will be to use best efforts to repair or replace the defective Software or equipment that Bank provided to Client. To the extent Bank provides equipment in conjunction with any of the Services, Bank may require Client to identify the location(s) where such equipment will be maintained, and Client agrees not to relocate the equipment without Bank's prior written approval. Any equipment provided by Bank to Client will be on a licensee basis and Client will obtain no ownership interest in the equipment, absent written agreement between Bank and Client otherwise. Such license will be revocable by Bank at any time, in the Bank's discretion. If the license is revoked for any reason, Client agrees to return all Bank provided equipment, as directed by Bank, at Client's sole cost and expense.

5. **Client Conduct.** Client agrees not to use the Services or the content or information in any way that would: (i) infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent including, but not limited to, use of the Service to impersonate another person or entity; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (iv) be false, misleading or inaccurate; (v) create liability for Bank or its affiliates or service providers, or cause Bank to lose (in whole or in part) the services of any of its service providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to the Service; or (ix) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others. Without limiting

the generality of the foregoing, Client agrees not to: (a) make the Service available, or allow use of the Service, in a computer bureau service business, or on a timesharing basis; or (b) otherwise disclose or allow use of the Service by or for the benefit of any third party.

6. **Client Representations.** Client represents and warrants to Bank that:
   a) It is duly organized and validly existing and is in good standing in every jurisdiction where required.

   b) Client's execution, delivery, and performance of this Master Agreement and the transactions contemplated herein have been duly authorized by all necessary action and do not: (A) violate any provision of any applicable law, rule or regulation (including but not limited to any licensing requirement(s) or of Client's charter or bylaws or other governing documents, as applicable), or (B) result in the breach of, constitute a default under, or require any consent under any agreement or instrument to which Client is a party or by which Client is bound;

   c) The Executing Representatives executing and delivering the Master Agreement and the Acceptance for and on behalf of Client, are duly authorized to do so;

   d) Any Communication or authorization required in connection with the Master Agreement and each Service Description has been provided by an Authorized Representative. Bank may rely upon the authority of each Authorized Representative for purposes of the Master Agreement and Service Descriptions until Bank has received written notice acceptable to Bank of any change of persons designated by Client as an Authorized Representative, and Bank has had a reasonable time to act thereon (after which time Bank shall rely upon the change);

   e) Any act required by any relevant governmental or other authority in connection with the Master Agreement has been or will be done (and will be renewed if necessary);

   f) Client's performance under the Master Agreement and use of the Services will not violate any applicable law, regulation or other requirement;

   g) The Master Agreement is a legal, valid, and binding obligation;

   h) Client is not, and agrees not to take any action that would result in Client being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that Client has specifically and in writing previously informed Bank that Client is a money service business;

   i) Unless otherwise agreed to in writing by Bank, the accounts established by Client with Bank and the Services Client establishes or uses in connection with the accounts will only be used for business purposes and not for personal, family or household purposes; and

   j) Client agrees that it shall be deemed to make and renew each representation and warranty made in this Section on and as of each day on which it uses the Services. Client will inform Bank in writing immediately upon Client's becoming aware of facts or circumstances that cause (or with the passage of time would result in) any representation or warranty given by Client to cease to be true and correct. Client will provide such information or documentation as Bank may request from time to time to demonstrate compliance by Client with Client's representations and warranties, or other obligations of Client under this Master Agreement.

7. **Service Limitations.** Client acknowledges that the Services may be subject to system and other limitations, including Bank imposed limitations. Client agrees not to exceed or otherwise violate any Service limitations, including dollar, frequency, activity or other limits.

8. **Compliance.** Client agrees to comply with all state and federal laws, rules, and regulations, as may be amended from time to time, applicable to Client and to its use of the Services (collectively, "Laws"), including the operating rules of all systems and networks, as may be amended from time to time, used to provide Services to Client (collectively, "Rules"), and to promptly provide evidence reasonably satisfactory to Bank of the same if requested

by Bank. Without limitation, Client agrees and acknowledges that the Services may not be used by Client in violation of, and must comply with, the Laws and Rules, including sanctions laws administered by the Office of Foreign Asset Controls. Client agrees that the Services will not be used to facilitate any illegal activity, including but not limited to illegal Internet gambling. Client acknowledges and agrees that the Software used to access the Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations, as may be amended from time to time (collectively, "Acts"). Client agrees and hereby certifies that the Software or any product thereof or any Service is not being or will not be used by or on behalf of Client for any purpose prohibited by these Acts.

Nothing in the Master Agreement relieves Client of any obligation Client may have under the Laws, Rules or Acts. If the Master Agreement is in conflict with the Laws, Rules or Acts, as may be amended from time to time, then the Master Agreement is deemed modified only to the extent necessary to allow or require Client to comply with the Laws, Rules, and Acts. Client will implement and maintain procedures, including retention of legal or compliance services, to ensure that Client is able to comply with all current and future Laws, Rules, and Acts, including any changes to them. Bank is not obligated to provide information, updates or notice of or regarding the Laws, Rules, or Acts even if Bank is aware of the same and of the potential for material impact on Client and Client's use of the Services, and Client's indemnification and other obligations to Bank are not relieved or reduced by Bank's not providing the same to Client. If Bank does provide information, updates or notices of or regarding the Laws, Rules or Acts to Client, Bank is not responsible for the accuracy of the same and may discontinue doing so at any time.

9. **Delayed Processing.** In addition to any allowances provided to Bank in any other agreement Bank has with Client, Client agrees that Bank may delay posting of an inbound credit to Client's account(s) held at Bank, or delay the processing of an outbound transaction from Client's account(s) held at Bank, when the delay is due to a suspicion that the transaction may be in violation of applicable Law, Rule or Act, or the transaction is otherwise under review by Bank.

10. **Account Designations.** For certain Services, Client may be required to designate one or more accounts to facilitate the particular Service.

11. **Sufficient Funds.** Client agrees to maintain sufficient available funds (as determined under Bank's funds availability policy) in Client's accounts accessible via the Services to cover all transactions requested through the Service and applicable fees, or such higher amounts as Bank may specify from time to time. Client acknowledges that Bank does not control intermediary banks or other third parties, including intermediary banks chosen by Bank, and that Bank does not control whether intermediary banks deduct fees as part of the processing of transfer requests. Client agrees that Client's funds may be held by Bank for a period of time during the term of a Service Description and following termination of the Services, to protect Bank against any possible losses relating to the use by Client of the Services. If Bank does hold funds, Bank may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in accordance with the applicable deposit account terms and conditions. If Client does not have sufficient or available funds or credit in Client's account for which a particular transaction was requested, Bank may charge any account of Client's held at Bank to cover the cost of the transaction, as well as any corresponding fees. Client's obligation to pay Bank remains immediately due and payable whether or not the rejected, returned or adjustment entry was processed in accordance with any requirement of any applicable laws or rules applicable to any party other than Bank and notwithstanding Bank or Client may have a claim against another third party for breach of the applicable laws or rules. Nothing in the Master Agreement shall be construed as Bank's commitment or obligation to lend Client money.

12. **Fees and Amounts Due.** Client agrees to pay Bank the fees prescribed in Bank's current Business Online Banking Disclosure and Fee Schedule for each of the Services, a copy of which is available upon request (each a "Fee Schedule"), as well as all amounts otherwise due under the Agreement. Unless other arrangements are made for payment of such fees and other amounts due, Client agrees that Bank may without prior notice or demand automatically debit any account maintained by Client with Bank in the amount of such fees and other amounts due. Bank does not in any way extend credit to Client under the Master Agreement. Bank may amend

the Service pricing from time to time. Fees are subject to change without prior notice. Special or additional Services performed at Client's request will be subject to additional terms and fees. If accounts are analyzed, Client may be able to use available earnings credit to offset certain charges related to the Services. If analyzed accounts contain funds belonging to third parties, Client represents that use of any related earnings credit is not limited by law, regulation or agreement with such third parties. In addition to the fees and other amounts due for the Services, Client agrees to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the Services, the Master Agreement, and any Software or equipment made available to Client (excluding any income tax payable by Bank). Client is also responsible for the costs of any communication lines and any data processing charges payable to third parties. If Client is required by the laws of any relevant jurisdiction to make any deduction or withholding from any fees, interest or other amounts, on account of tax or other charges, Client shall withhold the same and pay it to the relevant authority, and shall pay Bank such additional amount as may be necessary to ensure Bank receives an amount equal to the amount it would have received had no such deduction been made.

13. **Fines or Penalties.** Client will reimburse Bank for any fines or penalties (and any associated costs, including reasonable attorneys' fees and costs) imposed on or assessed against Bank by any Federal Reserve Bank, any network operator, any state or federal regulatory agency or other US or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over transactions facilitated using the Services, when the fine, penalty or other expense is caused by or related to Client's data or use of the Services. Such amounts shall be immediately due and payable by Client. Client's obligation to pay Bank remains immediately due and payable whether or not the fine or penalty was imposed or assessed in accordance with any requirements of the Rules or Laws or any laws applicable to any party other than Bank and notwithstanding Bank or Client may have a claim against another for breach of the same.

14. **Notices.** Except as otherwise provided in the Master Agreement, all notices and other communications by Client to Bank shall be in writing and, addressed to:

    Plumas Bank
    35 South Lindan Avenue
    Quincy, CA 95971

    or at such other address as Bank may specify in writing. Notices and communications to Client may be mailed or sent to Client electronically at the statement, email or mailing address shown for Client in Bank's records. Any notice or communication sent by Bank to Client, whether electronic or written, will be deemed given and effective when sent or otherwise made available to Client, or as otherwise stated in the notice or communication. Client further acknowledges and agrees that certain notices and communications may be provided to Client by telephone, facsimile or electronic transmission at the telephone number, facsimile number or other location or number as shown in Bank's records. Client agrees to promptly notify Bank (in a form acceptable to Bank) whenever Client's email address, physical address, mobile phone number or other contact information changes.

    Any notice, instruction, Communication or other communication sent by Client to Bank will be effective when Bank has actually received and has had a reasonable time to act on the notice, instruction, Communication or other communication. Notwithstanding anything to the contrary herein, Bank may rely on all notices, instructions, Communications, and other communications sent to Bank via facsimile or electronic transmission as though they are originals. Without limiting the foregoing, Bank is entitled to rely on any notice, instruction, Communication or other communication believed by Bank in good faith to be genuine or to have been signed or authorized by an Authorized Representative of Client.

    Client agrees to access the Services from time to time, in no event less than monthly, to access notices, communications, and information made available by Bank.

15. **Content**

(a) Bank reserves the right, but shall have no obligation, to reject, move, or delete content that Bank, in Bank's sole discretion, believes violates the Master Agreement, or contains content, including malware or viruses, that may interfere with the operation of Bank's website or other systems. Bank shall have the right, but not the obligation, to disclose content to any third party if required or permitted by law or if Bank believes reasonably necessary, including but not limited to: (a) comply with legal process; (b) enforce the Master Agreement; (c) respond to claims that any content violates rights of third parties; or (d) protect Bank's rights, properly, or personal safety, or those third parties.

(b) The Services may allow Client to access content originally provided or operated by third parties acting on Client's behalf (collectively referred to as "third party content," unless otherwise provided herein). Unless Bank tells Client otherwise in writing, Bank does not operate or monitor any such content including any of the information, products or services provided or operated by third parties. Client acknowledges and agrees that: (i) Client accesses and relies on such third party content at Client's own risk; (ii) Bank makes no endorsement of, and assumes no responsibility for, third party content uploaded or inputted to the Services by third parties; (iii) although Bank may have a contractual or other relationship with the providers of third party content, Bank will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or the data they make available. Client agrees to hold Bank harmless in connection with all of the foregoing.

Without limiting the foregoing, Bank assumes no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any third-party content that Client or others upload to the Services or otherwise provide to Bank, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity associated with the same. Bank will not have a duty to interpret or evaluate any third-party content transmitted to Bank or through Bank's website or the Services, except to the limited extent, if any, set forth in the Master Agreement. Bank will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any third-party content Bank receives from Client or third parties. Bank will not have a duty to notify Client about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content, even if Bank has reason to know of its existence.

16. **Limitation on Liability; Indemnification.** Bank's duties and responsibilities shall be limited to those set forth in the Master Agreement. In no event shall Bank be liable for: (i) any punitive, indirect, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages; (ii) the acts or omissions of a contractor, processor, third-party servicer or vendor used by Client or Bank, or any loss, cost, damage or expense incurred by any person or entity in connection therewith; (iii) Client negligence or breach of any agreement with Bank; (iv) any loss, cost, expense, or damage to Client in connection with any Communication Link, Software, or any technical computer service, including Software installation or de-installation performed by Bank or Client or any third party designated by Bank or Client, or Client's or Bank's use thereof; (v) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank; (vi) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vii) the lack of available funds in Client's account to complete a transaction; (viii) Bank's inability to confirm to its satisfaction the authority of any person to act on Client's behalf; (ix) Client's failure to follow any applicable software manufacturer's recommendations or Bank's Service instructions; or (x) any Internet sites related to the Services or maintained or operated by Bank or the use thereof or the inability to use such sites by any party, or in connection with any failure or performance, error, omission, interruption, defect, delaying in operation or transmission, computer malware, virus or line or system failure, even if Bank, or representatives thereof, are advised of the possibility of such damages, losses or expenses. There may be other exceptions to Bank's liability, as stated in Client's account or other service agreements with Bank. Without limiting the foregoing, Bank will not be responsible for determining the compatibility of any installed Software with other system components or for any failure of any technical servicing or Software installation to provide access to the particular Service which the technical servicing or Software installation was intended to make available.

Bank's liability and Client's sole remedy for any cause not otherwise excluded herein and regardless of what form of action will be limited to actual direct damages sustained by Client, but in any event only to the extent that such damages resulted from Bank's gross negligence or willful misconduct, will not exceed the lesser of: (i) 2 times the average monthly charge for the Service(s) in question actually paid by Client and received by Bank for the three months immediately preceding the cost or loss, which will be determined by the earlier of the date when Client first became aware of the cost or loss or the date when, through the exercise of reasonable care, Client reasonably should have become aware of the cost or loss; or (ii) $25,000.00. Any claim, action or proceeding by Client to enforce the terms of the Master Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. Client agrees to cooperate with Bank in any loss recovery efforts Bank undertakes to reduce any loss or liability that arises in connection with the Services. Client acknowledges that Service fees have been established in contemplation of: (A) these limitations on Bank's liability, (B) Client's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; and (C) Client's agreement to assist Bank in any loss recovery effort.

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

Subject to the foregoing limitations, Bank's liability for loss of interest, if any, resulting from Bank's error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest resulting from or arising out of any claim of any person that Bank is responsible for any of Client's or any third party's acts or omissions, may be made by crediting any of Client's accounts.

Client agrees to indemnify and hold Bank, its affiliates, licensors, processors, third-party contractors and vendors, and their respective directors, officers, shareholders, employees and agents, harmless from and against any and all claims, loss or damage of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of: (i) the wrongful acts or omissions of Client, or any person acting on Client's behalf in connection with Client's use of the Services, including without limitation (A) the breach by Client of any provision, representation or warranty of the Master Agreement, (B) the negligence or misconduct (whether by act or omission) of Client or its clients or any third party on behalf of Client, (C) any misuse of the Services by Client, or any third party within the control, or on behalf, of Client, (D) the failure by Client to comply with applicable state and federal laws and regulations, or (E) any fine, penalty or sanction imposed on Bank by any clearing house, or any governmental entity, arising out of or connected with the Services; (ii) any act or omission of Bank that is in accordance with the Master Agreement or instructions from Client; (iii) actions by third parties, such as the introduction of malware or a virus that delay, alter or corrupt the transmission of an image or communication to Bank; (iv) any loss or corruption of data in transit from Client to Bank; (v) any claim by any third party claiming that such third party incurred loss due to the Service; or (vi) any claims, loss or damage resulting from Client's breach of, or failure to perform in accordance with, the terms of the Master Agreement. This indemnity will survive the termination of the Master Agreement. Client agrees that it will not assert any claims against Bank based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any Communication Link, Software or Client's possession or use thereof or any technical computer service including, but not limited to, Software installation or de-installation performed by Bank.

17. **EXCLUSION OF WARRANTIES.** CLIENT ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY

INFORMATION RESULTING FROM CLIENT'S USE OF THE SERVICES. BANK MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES (EXPRESS OR IMPLIED) REGARDING CLIENT'S USE OF THE SERVICES AND THE EQUIPMENT, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BANK DISCLAIMS ANY WARRANTIES REGARDING ANY SOFTWARE, ANY COMMUNICATION LINK, THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND THE EQUIPMENT, INCLUDING ANY WARRANTY THAT THE SERVICES AND THE EQUIPMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. CLIENT ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING THE SERVICES AND ASSUMES ALL RISKS RELATING TO THE FOREGOING.

18. **Force Majeure.** Notwithstanding any other provisions of the Master Agreement, Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under the Master Agreement if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause not in Bank's control. Bank will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or communication received by Bank from Client, another financial institution, or any other third party. In addition, Bank shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future FRB guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. Bank shall not be liable for any failure to perform any of its obligations under the Master Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which Bank is required to act, as shall be determined in Bank's sole discretion.

19. **Cutoff Hours.** A number of Bank's Services are subject to processing cutoff hours. The cutoff hours applicable to each Service are reflected in the Supporting Documents. Communications received after the cutoff hour or on a non-business day may, in Bank's discretion, be deemed received as of the next business day. Alternatively, some Services may require Client to resubmit a Communication when it is received after the cutoff hour or on a non-business day.

20. **Reconciliation.** Client will inspect all information made available by Bank in connection with the Services. Client agrees to promptly, by telephone and in writing, notify Bank of any errors in such information or any discrepancies between its records and the information, statements or confirmations of transactions made available by Bank, including but not limited to any erroneous or unauthorized transactions. To the extent not expressly prohibited by applicable law, if Client fails to promptly notify Bank of any such error or discrepancy, in any case no more than 30 days from the earlier of the mailing date of the information or the date on which such information is made available to Client, then Client agrees that Bank will not be liable for any losses resulting from Client's failure to give such notice or any resulting loss of interest relating to any transactions. Without limiting the foregoing: (i) if Client fails to notify Bank of any such error or discrepancy within one year of the date on which such information is made available to Client, then Client shall be precluded from asserting such error or discrepancy against Bank; and (ii) Bank reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said one year period.

21. **Provisional Credit.** Client acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. Client agrees that when Bank gives Client credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Bank receives final

settlement for the payment order. Bank may delay availability of provisional funds at its discretion. If Bank does not receive final settlement, Client must return the funds previously credited to Client's account to Bank, and the person who sent the payment order will not be treated as having paid Client. Bank may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if Bank believes in its sole discretion that there may not be sufficient funds in Client's account to cover chargeback or return of such transaction.

22. **Arbitration.** Bank and Client expressly agree that any legal proceeding, any action, dispute, claim, or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between the parties in any way arising out of, pertaining to or in connection with the Master Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The foregoing matters shall be referred to as a "Dispute." Any of the parties to the Master Agreement may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Dispute. Any such arbitration shall proceed in PlumasCounty, California, and shall be governed by the substantive laws of the state of California. The decision of the arbitrator shall be final and binding upon all parties and judgment upon the award may be entered in any court having jurisdiction thereof by an party. Any arbitrator chosen to preside over the dispute must be a member of the California State Bar either actively engaged in the practice of law or a retired member of the California state or federal judiciary, and, unless otherwise agreed in writing, must have expertise in the process of deciding Disputes in the deposit account and/or electronic banking services context. Any party who fails to submit to binding arbitration following a lawful demand of the opposing party shall bear all costs and expenses, including reasonable attorney fees, incurred by the opposing party in compelling arbitration. In Disputes involving indebtedness or other monetary obligations, each party agrees that the other party may proceed against all liable persons, jointly and severally or against one or more of them without impairing rights against other liable persons. Nor shall a party be required to join the principal obligor or any other liable persons in any proceeding against a particular person. A party may release or settle with one or more liable persons as the party deems fit without releasing or impairing rights to proceed against any persons not so released. This arbitration provision supersedes all prior arrangements and other communications concerning dispute resolution as to this Master Agreement. In the event more than one arbitration agreement entered into between Client and Bank is potentially applicable to a dispute, the one most directly related to the account or transaction that is the subject of the dispute shall control. Nothing in this "Arbitration" Section shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The arbitrator shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. In addition, nothing herein shall preclude Bank from exercising our right of set-off or other self-help remedy Bank might otherwise have, or from closing or suspending any account or service provided to Client. This Section shall survive any termination, amendment or expiration of any provision of the Master Agreement, unless otherwise expressly agreed in writing.

    UNLESS SPECIFICALLY PROVIDED OTHERWISE UNDER LAW, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHT TO BOTH A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

23. **Dispute Resolution**

    (a) No Jury Trial. To the extent allowed by law, if a dispute arises between Client and Bank regarding this Master Agreement or any service contemplated hereunder, Client and Bank each waive any right they may have to request a jury trial.

24. **Confidential Information.** Unless otherwise provided in the Service Descriptions, all Supporting Documents and Software provided pursuant to the Master Agreement constitute Bank's, its contractors or vendors, or Bank's agent's confidential information ("Confidential Information"). Bank, its contractors or vendors, or Bank's agent (as applicable) will remain the sole owner of all such Confidential Information, and Client will not acquire any interest in or rights to the Confidential Information as a result of Client's use of any Service except as expressly set forth in the Service Description. Client will maintain the confidentiality of the Confidential Information, and will not permit its employees or agents to, disclose, copy, transfer, sublicense or otherwise make any of it

available to any person or entity, other than Client's employees who have a need to use the Confidential Information in connection with the applicable Service. Client shall notify Bank immediately if Client knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information, and if Client is responsible for the Unauthorized Use, it will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession or prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use. In addition, Client must not decompile, reverse engineer, disassemble, modify, or create derivative works of any computer program provided pursuant to the Master Agreement.

Client authorizes the transfer of any information relating to Client to and between the branches, subsidiaries, representative offices, affiliates, contractors, vendors and agents of Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of products or Services to Client (including for data processing purposes), and further acknowledges that any such branch, subsidiary, representative office, affiliate, contractor, vendor or agent or shall be entitled to transfer any such information as allowed by any law, court, regulator or legal process.

25. **Financial Information; Audit and Inspection.** Bank may from time-to-time request information from Client in order to evaluate a continuation of the Services to be provided by Bank hereunder and/or adjustment of any limits set by this Master Agreement. Client agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Client authorizes Bank to investigate or reinvestigate at any time any information provided by Client in connection with this Master Agreement or the Services and to request reports from credit bureaus and reporting agencies for such purpose.

    Bank reserves the right, with prior notice to Client, to enter upon Client's premises from time to time during regular business hours to verify that Client's operations and procedures are in compliance with the terms of the Master Agreement.

    In connection with any such audit, Client agrees to furnish Bank with any documentation or information as is reasonably necessary to establish Client's compliance with the terms of the Master Agreement. If it is determined by Bank that additional procedures or controls need to be implemented by Client, Client agrees to implement such procedures or controls within a reasonable period of time to be agreed upon by the parties.

    In connection with Bank's entry on the premises of Client for the purpose of conducting an on-site audit or inspection, or in connection with providing support to Client, Bank shall not be liable or responsible to Client or any third party for any loss, bodily harm, property damage, claims of the introduction of malware, a virus or other malicious code into Client's system, including any which allegedly delay, alter or corrupt the data of Client, whether related to the transmission of check images or other data to Bank or whether caused by the equipment, software, Bank Internet service providers, Internet browsers, or other parties providing communication services to or from Bank to Client.

26. **Security Interest.** Client grants Bank a security interest in Client's accounts to secure the repayment of any obligation that Client incurs under the Master Agreement. The security interest provided under the Master Agreement is in addition to any other security interest Bank may have in Client's accounts or other assets. This security interest will survive termination of Master Agreement.

27. **Reserve Account.** Client agrees that it will, if requested by Bank at any time, establish one or more reserve accounts to be maintained with Bank in type (including time deposits) and amount satisfactory to Bank, to serve as collateral for and to secure Client's obligations to Bank under the Master Agreement. Bank may restrict or prohibit Client's access to any reserve account(s) and the funds on deposit in them, and may hold such accounts following termination of the Master Agreement for a period of time sufficient to protect Bank against loss. Bank may increase or decrease the required reserve account amount from time to time, upon notice to Client and Client agrees to provide immediately available funds to cover a reserve amount requested by Bank. In addition, Bank may transfer funds from another account of Client's or use funds payable to Client or owed by Bank to

Client under the Master Agreement or due to a Service, and credit such funds to a reserve account if a deficiency exists between the available funds in Client's reserve account(s) and the amounts specified by Bank as the required reserve amount.

28. **Term and Termination.** The term of the Master Agreement will commence upon full execution of the Master Agreement and will continue in full force and effect thereafter until terminated as follows:

    (a) Client may terminate some or all of the Services under the Master Agreement, with or without cause, upon 30 days prior written notice to Bank; and

    (b) Bank may terminate, suspend or restrict some or all of Client's access to the Services under the Master Agreement, with or without cause, at any time immediately upon notice to Client.

    Any termination will not affect any obligations arising prior to termination. Upon termination, Bank may terminate Client's access to the Services, and Client will terminate its access to and use of the Services, except to the extent necessary to process transactions that were in process prior to the termination date. Within 30 days after termination of the Master Agreement, Client will, at its expense, promptly uninstall and remove all software provided for the Services from its computers and return to Bank any Software, hardware and equipment provided by Bank for the Services, including the Supporting Documents, procedures, documentation and any materials relating to the Services in its possession or under its control, destroy all copies of the Supporting Documents and materials relating to the Supporting Documents that cannot be returned, and upon request from Bank certify in writing to Bank that all such copies have been returned or destroyed. Client will be responsible and liable to Bank for the replacement cost of all lost, stolen or damaged equipment that was provided by Bank to Client in connection with the Services. Upon termination of the Master Agreement, all Services and any Licenses shall automatically terminate. Bank's election to terminate the Master Agreement and/or any applicable Service is in addition to any and all other remedies that may be available to Bank and will not affect any obligations Client may have to Bank. Any reinstatement of a Service will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

29. **Client Records; Not Backup Service.** The Master Agreement and the Services are not intended to relieve Client of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting, and review practices as are customarily followed by similar businesses. The Services do not include, and Bank does not act as, a backup, data recovery or disaster contingency service. Client acknowledges that it is Client's sole responsibility to make and retain backups of all Client's data, including before any transmission or upload to the Services. Bank's sole responsibility for any reporting errors caused by Bank will be to reprocess the information for the period in question and to provide corrected reports at Bank's expense. Except as otherwise stated in the Master Agreement, Client agrees to retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, file, entry, transmission, transaction request or order until at least three years following receipt by Bank of the deposit, file, entry, transmission, transaction request or other order affecting an account.

30. **Services Not Substitute for Legal, Tax, or Financial Advice or Planning.** Client acknowledges that the Services, Bank, its employees and service providers are not intended to provide legal, tax or financial advice or planning. The Services are merely a tool for use to assist Client's independent decision-making and have not been designed in contemplation of Client's specific business needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Services, Client represents that it will have obtained appropriate and independent legal and tax advice regarding the same.

31. **Business Days.** For the purpose of the Master Agreement, Bank's business days are Monday through Friday, excluding Saturdays, Sundays, bank holidays, and any other day that Bank chooses to be closed.

32. **Assignment.** Bank may assign its rights and delegate its duties under the Master Agreement to an affiliate or to a third party. Client may not assign any right or delegate any obligation under the Master Agreement without Bank's prior written consent.

33. **Relationship of Parties.** Nothing in the Master Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any right or power under the Master Agreement to create any obligation, expressed or implied, on behalf of the other party.

34. **Third Parties.**

    Bank's Use of Third Parties. Client acknowledges and agrees that Bank may arrange to provide Software, if required, and/or may arrange for the Services covered by the Master Agreement to be performed or provided by third parties, including its affiliates. Client further agrees that any such party is a third-party beneficiary of the Master Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Master Agreement as if it was Bank, including, without limitation, the limitations on liability and the indemnities described in the Master Agreement. Bank's ability to provide certain Services may be dependent upon Bank's ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable, or Bank determines in its sole discretion, that Bank cannot continue providing any third-party network access, Bank may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, Bank will have no liability for the unavailability or delay of access.

    Client's Use of Third Parties. Notwithstanding the limitations described above pertaining to third parties, if Client authorizes a third party to access the Services on Client's behalf, Client will be solely responsible and liable for all actions and inactions of said third party. Client expressly assumes the risks associated with providing Service access rights to its agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. Bank will not be responsible, nor have any liability whatsoever for any services Client receives from Client's agents or third-party vendors. Bank reserves the right to require Client to agree to additional terms and conditions as a condition precedent to Client's use of any agent or third-party vendor in connection with Client's access to the Services.

    Client's Use on Behalf of a Third Party. Client will not use the Services or any accounts to process for third parties or any other person unless Bank provides advance written approval which may require Client to enter into additional terms and conditions. If any such approval is given, except as may otherwise be specified in writing by Bank in such approval, Client represents and warrants that: (a) Client is duly authorized by each third party to act on that party's behalf for all purposes necessary under this Master Agreement, and the third party is bound by and responsible for all acts or omissions taken by Client; (b) Client has obtained from the third party agreement to terms and conditions substantially similar to those contained in this Master Agreement; (c) the security interest given in accounts is legal, valid and binding on the third party (to the extent of any property rights the third party may have in the accounts or funds in them); (d) the third party will cooperate with Bank in all ways reasonably requested by Bank, including the execution and delivery of such contracts and agreements between Bank and the third party as Bank may reasonably request; and (e) Client and the third party are in compliance with all applicable Laws and Rules as may apply to Client's processing for the third party. Client will from time to time provide Bank evidence reasonably satisfactory to Bank of the accuracy of each of the foregoing if requested by Bank.

35. **Credit Criteria; Financial and Other Information.** Bank, in its sole discretion, may, and Client hereby authorize Bank to, perform credit reviews of Client in accordance with Bank's credit criteria. Client shall, upon Bank's request, provide Bank with any credit-related information and assistance as Bank may require to perform any such review. Client agrees to provide Bank with financial statements or other information regarding Client's financial condition upon Bank's request. Client agrees to provide Bank with at least 30 days advance notice of: (i) any material (25% or more) change in Client's ownership; (ii) any material change in the type, scope or nature of Client's business; or (iii) any anticipated (20% or more) increase in the amount or volume of Client's payment order activity over the preceding calendar quarter, as applicable.

36. **Geographic Restrictions.** Some or all of the Services may not be accessible outside the United States.

37. **Waiver.** No party's failure or delay in exercising any right or remedy under the Master Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the Master

Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of the Master Agreement will operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

38. **Electronic Signatures, Contracts and Records.** When any payment order or other Service generates items or transactions to be charged to an account of Client, Client agrees that Bank may charge the affected account without requiring Client's signature and without prior notice to Client. Any transactions resulting from Client's instructions which Bank receives in Client's name and under Client's credentials shall be deemed to have been "a writing" and authenticated by Client "in writing" for purposes of any law in which a writing or written signature is needed or required. All records maintained by Bank of transactions under Client's credentials shall be deemed to have been "signed" and will further constitute an "original" when printed from records established and maintained by Bank or Bank's authorized agent in the normal course of business.

    Client agrees that Bank may contract and communicate electronically with Client, including execution and retention of contracts, documents, and certifications, electronically. Client agrees not to contest the authorization for, or validity or enforceability of, Bank's electronic records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon Bank's written request, Client agrees to manually sign or place Client's signature on any paper original of any record, contract or "signed" document which Bank provides to Client containing Client's purported signature.

39. **Monitoring, Recording and Retaining.** Client authorizes Bank (but Bank is not obligated) to monitor, record electronically and retain telephone conversations and electronic communications between Client (including its purported Authorized Representatives) and Bank. Accordingly, Client agrees on behalf of itself, its employees and agents that Bank may monitor and record Client's telephone and electronic communications in connection with the Services at any time, without further notice. Bank and Client hereby agree that Bank may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Master Agreement, and Client hereby acknowledges the validity and enforceability of such telephonic or electronic recordings.

40. **Final Agreement; Amendments.** The Master Agreement constitutes the final and complete agreement between Bank and Client with respect to the Services, and supersedes all other oral or written agreements, understandings, and representations pertaining to the subject matter hereto. Bank may amend, add, delete or change the terms of the Master Agreement, including but not limited to the terms of any Service Description, and the applicable fees. Bank may make such amendments, additions, changes or deletions, at any time and at Bank's sole discretion. If Bank deems it reasonably practicable to do so and if the change adversely affects Client's usage of the Service, Bank may notify Client of the change in advance. Otherwise, Bank will notify Client of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Client's continued use of the Services will evidence Client's consent to any amendments, including additions, changes or deletions.

41. **Availability.** Bank may cause a Service to be temporarily unavailable to Client, either with or without prior notice, for site maintenance, security or other reasons, and Client acknowledges that factors beyond Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to Client. In such event, Client must make alternative arrangements for scheduled and other anticipated transactions and Client will be responsible for maintaining procedures and facilities to enable Client to do so if any of the Services are unavailable to Client. Upon notice from Bank of a failure of any software, hardware or other equipment necessary for Bank to perform in accordance with a Service Description, Client will as soon as reasonably possible, deliver to Bank all data in Client's possession or under its control which Bank reasonably requests in order for Bank to continue to provide the Service.

42. **Headings.** Headings are for reference only and are not part of the Master Agreement.

43. **Successors and Assigns.** The Master Agreement is binding upon and shall inure to the benefit of Bank and Client and their respective successors and assigns. However, in all cases the applicability of the Master Agreement to any of Client's successors and assigns must be approved in an advance writing by Bank.

44. **Insurance.** If requested by Bank, Client agrees to obtain and maintain comprehensive general liability, fidelity and error and omission insurance coverage, or such other coverage as directed by Bank, in an amount reasonably satisfactory to Bank, to cover (at a minimum) losses due to action or inaction by Client, its employees and agents, or any person given access to the Services by Client (including unauthorized access by the same), and to name Bank as an additional insured on such policy. Client will provide evidence reasonably satisfactory to Bank of the existence of such insurance promptly upon request by Bank.

45. **Applicable Law; Severability.** The Master Agreement shall be construed and interpreted in accordance with federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of California, without regard to its conflict of law provisions. Even if a provision of the Master Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of the Master Agreement will not be affected or impaired by such holding.

Client's execution of the Acceptance constitutes Client's acknowledgement and acceptance of the terms and conditions of the Master Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, each as amended by Bank from time to time.

1. **Online Banking Service.** Plumas Bank ("Bank") hereby offers its Client and Client hereby accepts the online banking service described in this Service Description (the "Online Banking Service"). The Online Banking Service is an Internet based service that enables Client to access its accounts and to facilitate certain electronic services online, as identified in and subject to this Service Description. Bank reserves the right, without prior written notice to Client, to place, from time to time, limits on Client's right to use the Online Banking Service.

   Subject to Bank's prior approval and system limitations, Client's Online Banking Service may include the following:

   a) Business Online Banking (may include one or more of the following):

      - View balances, Account history on Client's linked Accounts;
      - Access Account periodic statements electronically;
      - Transfer funds between linked Accounts, excluding certificates of deposit ("Book Transfers").
      - Transfer funds to and from Client's accounts with other domestic financial institutions ("External Transfers");
      - Make advances from and initiate loan payments to eligible linked loan Accounts (collectively, "Loan Transfers");
      - Request check stop payments;
      - Initiate domestic funds transfer requests ("Funds Transfer Service");
      - Initiate bill payments ("Bill Payment Service");
      - Set up account alerts;
      - Download and export Account information for transfer to compatible financial software programs and/or spreadsheets ("Download Service"); and

- Access Online Banking Services using Client's wireless access device ("Mobile Banking Service"), including mobile check deposits ("Mobile Deposit").

b) Positive pay and ACH filtering/blocking ("Positive Pay & ACH Filtering/Blocking Service").

c) Originate automated clearing house ("ACH") entries ("ACH Service").

d) Remote deposit capture service ("RDC Service").

Additional Online Banking Services may be added to or removed by the Bank from time to time. Bank may allow loans and lines of credit to be linked, in which case, Client agrees that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. Bank may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. Some Online Banking Services may not be available without special application to and approval by Bank, may be limited to specific types of accounts, may require Client to log onto separate online platforms for access, and may require Client to agree to additional terms and conditions.

2. **Master Treasury Management Services Agreement; Separate Service Descriptions.** This Service Description forms part of the Master Treasury Management Services Agreement ("Master Agreement") executed by Client. In the event of conflicts between the terms of this Service Description and the terms of the Master Agreement, the terms of this Service Description shall control. To the extent Client is enrolled in the Positive Pay & ACH Filtering/Blocking Service, the ACH Service, or the RDC Service, Client's use of the service will also be subject to the terms and conditions of the separate the Positive Pay & ACH Filtering/Blocking Service Description, Automated Clearing House (ACH) Service Description, and the Remote Deposit Capture Service Description, respectively. Defined terms in this Service Description shall have the meaning provided in the Master Agreement, unless otherwise defined in this Service Description. An "account" shall mean any deposit or loan account Client maintains with Bank and can include all accounts and products Client uses with Bank. Client's "Account" shall mean the account(s) accessible through the Services.

3. **Account Designation.** Client may need to designate certain accounts for specific purposes in connection with some of the Online Banking Services. If Client links more than one checking account to certain transactional services, Client will need to specify the account from which transfers should be made. Bank is not obligated to establish access to any or all of Client's accounts, and not all Online Banking Services are available with all accounts.

4. **Administrator and User(s).** If prompted by the Online Banking Service, Client will appoint an individual to act as an administrator (for the purpose of this Service Description, referred to herein as "Administrator") with the authority to determine who will be authorized to use the Online Banking Services on Client's behalf. The Administrator will be able to designate additional users ("Users") and remove existing Users. The Administrator will also determine what Online Banking Services will be available to particular Users, when to change passwords, and any limitations on the use of the Services by individual Users.

   Bank will not control or oversee the Administrator function. Client agrees to all action taken by the Administrator or any User designated or authorized by the Administrator, and all such persons are Client's agents for purposes of use of Online Banking Services, each authorized to act individually or in concert. The fact that Bank is, or may be made aware of, or could have discovered, any limitation on access to the Online Banking Service does not make the Bank obligated to enforce or attempt to enforce any limitation. Client understands that the Administrator and each User may utilize Online Banking Services (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an Account. For example, the Administrator and each User will be able to utilize the Online Banking Services regardless of whether they are also authorized signers on the Client's signature card.

5. **Communications; Security Devices.** For the purpose of this Service Description, Communications shall have the meaning provided in the Master Agreement and shall include Communications to Bank in connection with the Online Banking Service. For the purpose of this Service Description, Security Devices shall have the meaning

provided in the Master Agreement and shall include but not be limited to any Security Devices used to access Accounts and to use the Online Banking Services. Bank may offer to Client or require Client to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Client chooses not to implement supplemental authentication tools, Client's access to some or all Online Banking Services may be limited. The term "Security Devices" will include any supplemental authentication tools that are made available by Bank and used by Client.

Client has the responsibility of ensuring that Client has the current security patches installed and configured, Client maintains up-to-date virus detection program(s), and that Client regularly scans for the existence of viruses, trojan horses or other malware and spyware and takes appropriate action if found. Client expressly acknowledges that encryption of data transmissions does not guarantee privacy. Data transferred via the Service is encrypted in an effort to provide transmission security. Notwithstanding Bank's efforts to ensure that the Services are secure, Client acknowledges that the Internet is inherently insecure. Bank cannot and does not warrant that all data transfers utilizing the Services will not be monitored or read by others.

6. **Templates.** Depending on the Service requested, Client may be assigned a free-form Service template to initiate Communications, including transfer and other requests. Client may also be granted rights and permissions to create predefined Service templates to use for repetitive or recurring Communications. If Bank authorizes Client's use of Service template(s) with maintenance authority, the designated Administrator may create Service templates through the Service and assign such templates to other Client Users. In the event Client is not assigned free-form Service templates or Service template maintenance authority, Client's use of the underlying Service will be subject to the Service requirements, as applicable. Access to Service templates or Service template maintenance authority does not constitute a waiver by Bank to require Client's compliance with applicable security procedure or other Service requirements.

7. **Computer Equipment and Software to Access the Online Banking Services.** To use the Online Banking Services, Client must have sufficient powerful computer hardware. The required technology necessary to access the Online Banking Services is as follows: 1) You must have a computer and internet browser that will support 128-bit encryption. 2) You must use the most current, fully patched, versions of Internet browsers to access the Online Banking Services. Certain older browsers may not be sufficient to establish access. 3) You will need internet access through an Internet Service Provider (ISP). 4) You will need an external email address for the delivery of electronic notices and disclosures. 5) You must maintain fully updated anti-virus protection on your computer at all times. . Some Online Banking Services may require Client to download software from Bank's website; in some cases, Bank may place software on Client's computer as part of Bank's security and/or user verification tools.

8. **Access to Account Data.** Subject to system limitations, Client can obtain balance and other Account information through the Online Banking Services. Since certain information and transactions may not be processed by Bank until after the close of Bank's business day, some transactions may not be reflected in the online banking system ("System") until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in the System. If Client is unable to access the System for any reason, Client may contact Client's branch of Account for account information.

9. **Electronic Statements.** If Client elects to receive electronic statements, Bank may discontinue sending paper statements and make periodic statements available to Client in electronic form only. This includes, but is not limited to, ongoing terms currently provided on the back of Client's paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. Each electronic statement will be available for Client's viewing, downloading or printing, subject to system and duration limitations. Client agrees to review Client's electronic statements in a timely manner, just as Client would paper statements, and to promptly notify Bank of any errors, unauthorized activity or other problems, as provided in Bank's agreement with Client. Client will be deemed to receive electronic statements when they are made available to Client. Any time periods within which Client must notify Bank of any problems or

errors reflected on Client's statement(s) will begin on the date Bank makes the electronic statement available to Client, regardless of when it is actually viewed by Client. Bank reserves the right to determine from time to time which accounts are eligible for electronic statements. A valid email address may be required to be maintained by Client with Bank. If Client fails to maintain a valid email address with Bank, Client acknowledges and agrees that any electronic statement shall nevertheless be deemed to have been provided to Client if emailed to the email address Bank has on file for Client. Bank reserves the right, in its sole discretion, to discontinue providing statements in electronic form. If Client receives images of checks or receives cancelled checks with Client's paper statements, Client understands that paper copies of these items will not be available once Client elects to receive electronic statements. Electronic images of these items will be available for a limited time, subject to system limitations, through the System. If Client cannot access, print or view an electronic statement, Client agrees to contact Bank immediately at #888-375-8627 to make alternate arrangements. Client agrees to periodically logon and check on the delivery of new electronic statements.

10. **Account Transfer Limitations.** All transfers to and from an Account will be subject to the terms and conditions applicable to the Account as set forth in the deposit agreement governing the Account, including but not limited to transfer limitations. For example, federal regulations limit certain types of transactions/transfers from a money market or savings account. If Client exceeds these limits, Bank may impose a fee, close or convert Client's Account, limit Client's use of the Online Banking Services, or any combination of the foregoing. In addition, there may be other transfer limits addressed in the Supporting Documents.

11. **Account Information Services.** The Services include the ability to obtain Account information, subject to system limitations. Balances and transaction information reflected in the Service may not reflect all transactions against an Account on the day the transaction occurs. Some transactions may not be reflected by the system until the following business day. Services performed during nightly processing may not succeed when applied to Client's actual balance at the end of the nightly processing. Posted transactions may be reversed due to insufficient funds, stop payment orders, legal process, or other reasons. Certain balances may not be subject to immediate withdrawal, may include deposits still subject to verification or other items in the process of being posted to the account, and may not include outstanding checks, debits or credits. Client understands and agrees that Account information may not reflect transfers made by multiple users from the same Account if different login credentials are used for the same Account. Client agrees to communicate to other persons with authorized access to Client's Accounts concerning any transfers from Client's Accounts, in order to avoid overdrafts. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in Client's access to online information. If Client is unable to access the Services for any reason, Client may contact Bank directly.

12. **Book Transfers and External Transfers.** Client may only transfer funds within the United States. Client must not use the Service to transfer funds to or from an account that Client does not own. Transactions posted to Client's account as of a certain business day may not be reflected in account balances reported by the Service until the following business day. Information on transfers to or from Client's accounts will be reflected on Client's periodic statements, will be available to Client online, and can be obtained by calling #888-375-8627. Bank does not provide any other notice of the receipt, transmittal or debiting of funds transfers.

    Scheduling Fund Transfers. Client may instruct Bank to initiate single or recurring fund transfers on any business day (the "Transfer Process Date"). If the Transfer Process Date for an automatic transfer falls on a weekend or holiday, the transfer may be sent the following business day. To initiate a transfer, Client must specify the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

    External Transfers. Before Client can transfer funds to an account Client maintains at another financial institution ("External Transfer"), the account must be set up and verified through Bank's online banking website. Set-up for these accounts may require Client to verify one or more micro-deposits to or withdrawals from to the account. Depending on the transfer type and Client's actions, it may take several days for an account to be set up and verified. Each time Client instructs Bank to transfer funds to or from an account Client maintains at another financial institution, Client warrants to Bank that Client is an owner of that account, that Client is authorized to

use the Service for that transaction, and that no other person's authorization is required. Bank may charge Client's account for the transfer amount as early as the Transfer Process Date and credit the funds to an omnibus account Bank's vendor uses to process transactions.

ACH Authorization For External Transfers. Client agrees and acknowledges that when Client uses the External Transfer Service to initiate ACH transfers to or from Client's accounts at other financial institutions, Client authorizes Bank to initiate an ACH transaction to Client's external account. Client agrees and acknowledges that the origination of all ACH transactions to Client's account must comply with U. S. law. Also, Client agrees that the rules governing the ACH credits and debits will not apply to any type of transfer request for which the ACH was not actually utilized.

Client agrees and acknowledges that Bank is not required to give Client next day notice after our receipt of any ACH credit for a rejected or returned transfer request; instead, notification is sufficient by posting the re-credited amount to the applicable deposit account used for the debit and listing it on Client's periodic statement.

Credit given by Bank to Client with respect to an ACH request is provisional until Bank receives final settlement for such entry through a Federal Reserve Bank. If Bank does not receive final settlement, Client is hereby notified and agrees that Bank is entitled to a refund of the amount credited to Client's account in connection with the ACH request.

Client must provide accurate information regarding Client's External Transfer requests, including external account routing number and account number. If Client describes any beneficiary or institution inconsistently by name and account or identifying number, Bank and other institutions may process the ACH request solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution. Bank may also process an incoming ACH request based on the account number, rather than on any inconsistent name reflected in the ACH request.

Erroneous Transfer Instructions. Client assumes sole responsibility for accurately describing transfer amounts, dates, accounts, financial institutions, and addresses. Bank is not responsible for confirming such information, or for identifying or refusing to process duplicate transfer instructions. If Client gives Bank a transfer instruction that is incorrect in any way, Client agrees that Bank may charge Client's account for the transfer whether or not the error could have been detected by Bank. Bank is not obligated to detect or correct errors in Client's transfer instructions.

Rejecting Transfer Instructions. Bank may reject transfer instructions with or without cause or prior notice. Bank may reject a transfer instruction, for example, if Client does not have sufficient available funds to cover the transfer or the transfer instruction is unclear, ambiguous or incomplete. If Bank rejects a transfer, Client may need to re-enter the information if Client wishes to make the transfer at a later date.

Changing or Cancelling Transfer Instructions. For same-day Book Transfer and External Transfer requests, once submitted, the transfers cannot be cancelled through online banking. For future dated Book Transfers, the transfers can be cancelled through online banking up to the applicable cutoff hour on the business day before the Transfer Process Date. For future dated External Transfers, transfers can be cancelled through online banking up to the applicable cutoff hour on the business day before the Transfer Process Date.

13. **Loan Transfers**

Eligible Loan Transfer Accounts. Client agrees that the relevant loan agreement, note or other document is hereby modified to the extent necessary to allow the transfers or other Services that may be utilized pursuant to this Agreement. .

One-Time Advance/Payment. Client can use the Loan Transfer feature to make recurring "on-us" loan Account advances ("Loan Advance(s)") and payments ("Loan Payment(s)"). The Loan Transfer will be processed on the Loan Transfer processing date ("Loan Transfer Processing Date"); provided that the Loan Transfer Processing

Date selected by Client is a business day and Client submits the one-time Loan Transfer instruction prior to the Loan Transfer cutoff hour for that date. If Client selects a Loan Transfer Processing Date that is not a business day or submits a Loan Transfer instruction after the Loan Transfer cutoff hour for that date, then the Loan Transfer Processing Date may be the next business day. Loan Advances will only occur to the extent there are sufficient available funds on the eligible loan Account, as determined by the terms and conditions of the applicable loan documents and agreements including, but not limited to, the promissory note, governing the loan Account.

Loan Payments. Subject to system limitations, Client may designate the Loan Payment as a regular installment or principal only payment. If funds transferred will be applied as a reduction in principal only, funds will be applied as unscheduled reductions of principal and as such will not satisfy the installment obligations under the payment schedule for the loan Account or pay accrued interest. If funds transferred will be applied as a regular installment payment, Client is responsible for ensuring that Client initiates a Loan Payment instruction in time for the payment to be received by Bank before Client due date. Bank is not responsible for any damages, costs or fees Client may suffer if Client does not allow sufficient time between the Processing Date and the due date.

Noncompliance with Borrowing Base. This paragraph is applicable if the promissory note or other loan document for Client's loan Account provides that the loan Account is tied to a borrowing base of eligible receivables. At any time that Client is not in compliance with the borrowing-base requirement, Bank may reverse any transfer that constitutes an advance on the loan Account.

Loan Transfer Changes and Cancellation. Client may change or cancel a Loan Transfer instruction via the Service as long as Client submits the change or cancellation request by the applicable cutoff hour, prior to the Loan Transfer Processing Date for the Loan Transfer instruction and Client follows the Loan Transfer instructions provided by the Loan Transfer feature for changes and cancellations.

Provisional Credit. Client agrees that any credit by Bank to Client for any Loan Transfer is provisional until Bank has received final settlement for such Loan Transfer. Bank may delay availability of provisional credit at Bank's discretion. If final settlement is not received, Bank is entitled to and Client agrees to pay a refund of the amount credited; Bank may charge Client's account for the amount due.

14. Bill Payment Service

Bill Payment Account Designation; Payment Details. When using the Bill Payment Service, Client must designate the Account ("Bill Payment Account") from which the bill payments ("Bill Payments") are to be made. For each Bill Payment, Client will also be required to provide the complete name of the payee, the account number and the payee's remittance address (as exactly as shown on the billing statement or invoice), the amount of the payment and the date Client wants the payment to be received ("received on Date"). If the Received on Date is not a business day, then the Bill Payment will be processed by Bank the next business day.

Use of Vendors; Use of Information. Bank may use one or more bill payment vendors to provide the Bill Payment Service, and Client understands that various financial intermediaries and their servicers may be involved in processing any one of Client's Bill Payment instructions. These intermediaries may benefit from interest that accrues on Bill Payments between the time Client's Bill Payment Account is debited and the time the payee is paid. Any information Client provides may be used by Bank or any of these other parties to complete or otherwise deal with Client's transaction or comply with any laws, rules or regulations. If there is a dispute between Client and Bank, or either party and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any Bill Payment), Client authorizes Bank to obtain information regarding Client, Client's account and Client's Bill Payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information regarding Client.

Setting-Up Payees. When Client signs onto the Bill Payment Service, Client must establish Client's list of payees. A payee is anyone, including Bank, that Client designates to receive a Bill Payment; provided that Bank accepts the payee for the Bill Payment Service. Bank reserves the right to reject any payee at any time, at its

discretion. Bank is not responsible if a Bill Payment is not made to a payee because Client provided Bank with incomplete, incorrect or outdated information regarding the payee or Client attempted to make a payment to a payee that is not on Client's authorized list of payees. Payments to payees outside of the United States or its territories are prohibited through the Bill Payment Service.

One-Time Payment. Client can use the Bill Payment Service to make a one-time Bill Payment. A one-time Bill Payment will be processed on the Send on Date; provided that the Send on Date selected by Client is a business day and Client submits the one-time Bill Payment instruction prior to the Bill Payment cutoff hour for that date. If Client selects a Send on Date that is not a business day or submits the Bill Payment instruction after the Bill Payment cutoff hour for that date, then the Send on Date will be the next business day.

Recurring Payments. Client can use the Bill Payment Service to make recurring Bill Payments. The Bill Payment Service will allow Client to schedule Bill Payment instructions that will cause a Bill Payment to be processed from the selected Bill Payment Account on Client's selected frequency on an ongoing basis. However, if the future Send on Date is on a non-business day, then the new future Send on Date may be the next business day.

Available Funds. For Bill Payments, Client will need to have sufficient available funds in Client's designated Bill Payment Account to cover the amount of the Bill Payment on the Send on Date. If payment is facilitated using a check or demand draft drawn directly against the Bill Payment Account, sufficient available funds must remain on deposit in the Bill Payment Account until the demand draft has cleared. Client can initiate Bill Payments up to the available funds in Client's Bill Payment Account, plus any linked credit or other overdraft facility (as applicable). If Client exceed these limits, then Bank may prevent (or reverse) Bill Payments in any order and in any amount that Bank choose, even if the result is to reduce Client's transactions to a level below the amounts needed to pay Client's bills.

Non-Recommended Payees. Unless Client is enrolled in Bank's Electronic Tax Payment Service, Bank does not recommend that Client use the Bill Payment Service to pay Client's federal, state or local taxes, courts or other governmental entities. Bank will not be liable for penalties, interest or other damages of any kind if Client tries to use the Bill Payment Service to remit or pay money for taxes, or to courts or governmental agencies.

Scheduling Bill Payment. Client must designate a Send on Date so that it is scheduled sufficiently in advance of the due date of Client's bill ("Due Date") to allow the payee to receive it on the Due Date set by Client's payee and without taking into account any grace period that may be offered by Client's payee. Some companies Client pays through Bank's Bill Payment Service will receive a paper draft on Client's behalf, rather than receiving an electronic payment. These paper draft payments can take longer to process before the payee receives the payment. Bank is not responsible for any damages Client may suffer if Client does not allow sufficient time between the Send on Date and the Due Date of Client's bill or obligation, without counting any grace period offered by the payee.

Payment Methods. Bank reserves the right to select the method in which to remit funds on Client's behalf to Client's payees. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off Bank's third party service provider's account), or a demand draft payment (where a negotiable instrument is created and drawn off of Client's Bill Payment Account).

Payment Changes and Cancellation; Stop Payments. Client may change or cancel a payment that has been scheduled through the Bill Payment Service but has not begun processing as long as Client logs onto the Service prior to the Send on Date for the Bill Payment instruction and Client follows the Bill Payment instructions provided by the Bill Payment Service for changes and cancellations. Client's ability to stop payment on a processed Bill Payment will depend on the payment method and, if by check, whether or not the check has cleared. The Bill Payment Service must have a reasonable opportunity to respond to any stop request. To stop payment on any Bill Payment that has already been processed, Client must call Bank at 888. 375. 8627 Fees and additional documentation may be required by Bank to process a stop payment request. Please refer to the Bank's Fees and Charges Disclosure. Bank will have no liability to Client for Bank's refusal or failure to stop a Bill

Payment that has already been processed.

Accurate Information on Payees. If the Bill Payment Service provides Client with a series of options regarding payee address or location, Client is responsible for correcting that information if such information does not agree with Client's records or with Client's particular bill. Bank and the others that handle Client's Bill Payment (including the payee's bank) are entitled to rely on information Client supplies, such as the payee's account number or the routing number of the payee's bank, even if the name Client gives to Bank and the number Client gives to Bank identify different persons.

Automated Clearing House Entries. Electronic payments that are made through the Automated Clearing House ("ACH") are subject to the rules of the ACH, and Client agrees to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, Client will not be deemed to have paid the payee the amount of the bill payment.

Electronic Bill Presentment ("eBills"). This feature allows Client to receive e-bills from participating creditors/billers ("eBiller(s)"). Billing statements will come through electronically making them available for viewing and paying through the Bill Payment Service. It will be Client's sole responsibility to contact Client's eBillers directly if Client does not receive Client's statements.

a) **Information provided to the eBiller.** This feature is unable to update or change Client's personal information such as, but not limited to, name, address, and phone numbers and e-mail addresses, with the eBiller. Any changes will need to be made by contacting the eBiller directly. Additionally, it is Client's responsibility to maintain all usernames and passwords for all eBiller sites. Client also agrees not to use someone else's information to gain unauthorized access to another person's bill. The eBill feature may, at the request of the eBiller, provide to the eBiller Client's e-mail address, service address, or other data specifically requested by the eBiller at the time of activating the electronic bill for that eBiller.

b) **Activation.** Upon activation of the eBill feature, Bank may notify the eBiller of Client's request to receive electronic billing information. The presentment of Client's first electronic bill may vary from eBiller to eBiller and may take up to sixty (60) days, depending on the billing cycle of each eBiller. Additionally, the ability to receive a paper copy of Client's statement(s) is at the sole discretion of the eBiller. While Client's eBill feature is being activated, it is Client's responsibility to keep Client's accounts current. Bank is not responsible or liable for each eBiller's decision to accept or deny Client's request to receive eBills.

c) **Authorization to obtain bill data.** Client's activation of the eBill feature for each eBiller shall be deemed by Bank to be Client's authorization for Bank to obtain bill data from the eBiller on Client's behalf. For some eBillers, Client will be asked to provide Bank with Client's security access credentials (including Client's user name and password) for that eBiller. By providing Bank with such information, Client authorizes Bank to use the information to obtain Client's bill data.

d) **Notification.** To the extent Client is enrolled and the eBill feature is successfully activated for each eBiller, Bank will use its best efforts to present Client's eBills promptly. In addition to notification within the Service, Bank may send an e-mail notification to Client. In the event Client does not receive notification, it is Client's responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from eBiller to eBiller. Client is responsible for ensuring timely payment of all bills.

e) **Cancellation of electronic bill notification.** The electronic eBiller and/or Bank may cancel the presentment of eBills at any time. Client may cancel eBill presentment at any time. The timeframe for cancellation of Client's eBill presentment may vary from eBiller to eBiller. It may take up to sixty (60) days, depending on the billing cycle of each eBiller. The eBill feature will notify Client's eBiller (s) as to the change in status of Client's account and it is Client's sole responsibility to arrange for an alternative form of bill delivery. Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

f) **Non-Delivery of eBill(s).** Client agrees to hold Bank harmless should an eBiller fail to deliver Client's

statement(s). Client is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the eBiller directly.

g) **Accuracy and dispute of electronic bill.** Bank is not responsible for the accuracy of Client's eBills. Bank is only responsible for presenting the information Bank receives from the eBiller. Any discrepancies or disputes regarding the accuracy of Client's eBill summary or detail must be addressed by Client with the eBiller directly. This Service Description does not alter Client's liability or obligations that exist now and in the future between Client and Client's eBillers.

15. **Funds Transfer Services.** Client is responsible for all wire transfer requests ("Requests") to the fullest extent provided by law and as set forth in this Service Description. A "Request" includes a "payment order," as defined in Division 11 of the California Commercial Code. Bank may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer, internal transfer) to be used when acting upon Client's Request.

Payment Account Designation. When Client initiates a Request Client authorizes Bank to charge the designated Account for the amount of the payment, plus any applicable fees and charges imposed by Bank or by any intermediary bank. Each Request authorizes Bank and any intermediary bank to obtain payment for fees and expenses, including our and those of any (including subsequent) intermediary bank(s). Bank and any intermediary bank may obtain payment by issuing a payment order in an amount that is reduced by the amount of these fees and charges. Bank may but is not obligated to provide Client with advance notice of intermediary bank fees and charges. Client agrees that Bank may retain or be paid a portion of any fees or charges imposed or collected by an intermediary bank. Client agrees that if an intermediary bank is used whose fees and charges are not disclosed to Client in advance, then Bank is not liable in any manner whatsoever for any losses or damages Client may suffer as a result of that bank's processing a payment order in an amount less than the payment order given requested by Client.

Accuracy. Client assumes the sole responsibility for providing Bank with accurate transaction information in the form and format that Bank requires. Bank is not responsible for confirming such information, or for failing to detect and reject duplicate Requests. If Client provides Bank with a Request that is incorrect in any way, Client agrees that Bank may charge Client's accounts for the transaction whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Client's transfer or payment instructions.

Account Transfer Limitations. All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the deposit agreement governing the account, including but not limited to transfer limitations and fees which are disclosed in the Bank's Account Information and Fees and Charges Disclosures In addition, there may be other transfer limits addressed in the Supporting Documents.

Communications; Security Procedures. For the purpose of this Service Description, Communications shall have the meaning provided in the Master Agreement and shall include Requests to Bank in connection with the Funds Transfer Service. For the purpose of this Service Description, Security Procedures shall have the meaning provided in the Master Agreement and shall include but not be limited to any Security Procedures used to access accounts and to use the Funds Transfer Services. More specifically, Client has selected the Security Procedures applicable to the Funds Transfer Service as identified in the Acceptance, or the Supporting Documents, as applicable. Bank may offer to Client or require Client to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Client chooses not to implement supplemental authentication tools, Client's access to some or all Funds Transfer Services may be limited.

Funds Transfers Cutoff Hours. A Request is considered executed when Bank executes it. If a Request is received after the cutoff hour or on a day that is not a business day, Bank will automatically process the Request the following business day.

Subject Rules and Regulations. Client acknowledges that any Request executed by Bank will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations. Client acknowledges and agrees that Bank may

capture and transmittal information regarding a Request (for example, beneficiary's name and address, other beneficiary identifiers and beneficiary's account number) as part of the processing of a Request. Client agrees to assist Bank in connection with any requirements imposed on Bank fulfilling Bank's obligations in this regard.

16. **Check Stop Payment Service.** Client may use the Online Banking Services to stop payment on checks that Client has written against Client's Accounts. Client may stop payment on a check by providing Bank with timely, complete and accurate information on: the number of the Account in question; the date of the item; the item number; the payee information and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, Bank will not be responsible for failing to stop payment on the item. Requests become effective when Bank has had a reasonable opportunity to confirm their receipt and have verified that the item has not been paid. Client is responsible for reviewing all information available to Client to determine whether a check has already been paid, including Client's account statements. Information available online may not include sufficient current and historical information to verify whether a check has been paid. Client's receipt of a Check Stop Payment confirmation via the Service, or acceptance of Client's request via the Service, does not conclusively represent whether or not the check has already been paid. Bank may accept a Check Stop Payment request from Client with respect to a check that has already been paid, and Bank will have no obligation to determine or notify Client that such check was previously paid. In any event, Bank must receive Client's Check Stop Payment request sufficiently in advance to provide Bank with a reasonable opportunity to process Client's request in sufficient time prior to presentment of the check. To confirm whether a stop payment has been placed on a check, Client agrees to communicate with Bank by telephone at 888. 375. 8627. System messages regarding Bank's receipt of Client's stop payment order, or other system communications may not be relied on by Client to confirm whether a stop payment order has been placed.

    Client may not use this check stop payment service to stop payment on any electronic fund transfer (EFT) transaction, point-of-sale EFT transfer; any cashier's check, certified check or other official institution check that Client has purchased from Bank or any check which Bank has guaranteed. Client understands that its stop payment request is conditional and subject to Bank's verification that the check has not already been paid, or any Online Banking Service has not already been performed, or that stopping payment may subject Bank to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

    All Stop Payment orders, renewals and revocations of stop orders will be subject to Bank's current policy on stop payment orders. From time-to-time, the System may be inoperable. If that occurs, Client's request can be communicated to Bank by telephone. Telephone requests will expire unless confirmed in writing within 14 days. A check stop payment order is effective for six (6) months only and will expire automatically, at which time Client is responsible for any renewal desired by Client for another six (6) month term. There will be a fee assessed for each stop payment request processed.

17. **Mobile Banking Service.** Client's access and use of the Online Banking Services using Client's wireless access device ("Wireless Access Device"), including the Mobile Deposit feature, will require Client to accept additional terms through the Online Banking platform.

18. **Account Alerts.** The account alerts ("Alerts") feature is a convenience tool that permits Client to request automated notification in specific situations. Alerts do not replace standard communications Client receives from Bank concerning Client's accounts. If Client elects to receive Alerts by text messaging from Bank, Client acknowledges that such messages will be automatically sent to Client's Wireless Access Device. Client assumes all responsibility for the secure receipt of the text messages and acknowledges that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed, or prevented by factor(s) affecting Client's access, including Internet service provider(s), phone operator(s), and other relevant entities. Bank guarantees neither the delivery or the accuracy of the contents of any Alert. Bank will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert: (ii) inaccurate content in an Alert; or (iii) Client's use or reliance on the contents of any Alert for any purposes. Bank reserves the right to terminate any request from Client for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. Client may stop or suspend Alerts at any time.

Client acknowledges that Client's mobile service provider may charge for sending and receiving text messages on Client's Wireless Access Device. Download Service. The Download Service is compatible with Quicken®, Microsoft Money® and certain other financial management software programs ("Programs"). Bank will not control or oversee any administrator, user or similar function that may be made available through the Programs. The fact that Bank is, or may be made aware of, or could have discovered, any limitation on access to the Download Service as imposed by Client through the Programs, or otherwise, does not make Bank obligated to enforce or attempt to enforce any limitation. Client understands that the Program(s) may be utilized without regard to any restrictions otherwise applicable to an Account. For example, the Program(s) may be utilized regardless of whether an individual user is also an authorized signer on Client's Account signature card.

Access to Account Data. Client can download balance and other Account information through the Download Services. Since certain information and transactions are not processed by Bank until after the close of Bank's business day, some transactions may not be reflected in the System until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in the System, or unauthorized access to information once it has been accessed by the Program(s).

Software, Equipment and Third Party Content. Client is responsible for obtaining and maintaining any software, including the Quicken®, Microsoft Money® or other compatible software and equipment that is necessary for the Download Service to interface with the Program(s). Through the Program(s) Client may be able to access content provided or operated by third parties, including content that was originally sourced from data downloaded from Bank's Online Banking Service ("Third Party Content"). Unless Bank tells Client otherwise in writing, Bank does not operate or control any such Third Party Content or any of the information, products or services accessed or uploaded through the same. Client acknowledges and agrees that: (i) Client accesses Third Party Content at Client's own risk; (ii) Bank makes no representation or warranty, and assumes no responsibility for, Third Party Content provided or operated by third parties, actions or omissions of third parties, operators or providers; (iii) Bank makes no endorsement of, and assumes no responsibility for, Third Party Content uploaded to Bank's system or Client's hardware, or goods or services offered on or advertising on or by any other party; (iv) by using third party services or software, Client may be exposed to material that is offensive, indecent or objectionable; and (v) although Bank may have a contractual or other relationship with the operators of a linked website or the providers of Third Party Content, Bank will not be responsible for the Third Party Content, accuracy, completeness, integrity, availability, timeliness or operation of their website or the Third Party Content provided. Client agrees to hold Bank harmless in connection with all of the foregoing.

19. **E-Mail Communications.** While access to Bank through the secure email function of the Services is "on-line," messages sent to Bank through email are not reviewed by Bank personnel immediately. If immediate attention is required, Client must contact Bank by telephone or in person. The email function is not intended for use by Client to initiate a transaction on Client's account(s), including check stop payment orders. If Client sends Bank an email message outside of the secure logon feature within the Services, Client's communication will not be secure and Bank's receipt and response to the email may be further delayed. Client agrees not to rely on any form of email communication for any matter requiring immediate attention.

    Client's secure email messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise expressly provided herein, email messages will not serve as a substitute for any requirement imposed on Client to provide Bank with "written" notice.

20. **Inconsistencies.** If a beneficiary of any requested Online Banking Service, including but not limited to Bill Payments, Funds Transfer Service requests, ACH Service transmissions, payment orders or other money transactions, or any other Communication from Client (collectively, "payment order"), is identified by both name and account number, payment may be made by Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and account number, Bank and other financial institutions may rely on the account number even if the name and the account number

are not consistent or identify different parties.

21. **Provisional Credit.** Client acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. Client agrees that when Bank gives Client credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Bank receives final settlement for the payment order. Bank may delay availability of provisional funds at its discretion. If Bank does not receive final settlement, Client must return the funds previously credited to Client's account to Bank, and the person who sent the payment order will not be treated as having paid Client. Bank may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if Bank believes in its sole discretion that there may not be sufficient funds in Client's account to cover chargeback or return of such transaction.

22. **Cutoff Hours.** A number of Bank's Online Banking Services are subject to processing cutoff hours. The cutoff hours applicable to each Online Banking Service is reflected in the Business Online Banking Disclosure & Fee Schedule. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Alternatively, some Online Banking Services may require Client to resubmit an instruction when it is received after the cutoff hour or on a non-business day.

23. **Uploaded Content; Linked Sites and Advertisements.** From Bank's website, Client may be able to access uploaded content provided or operated by third parties. Unless Bank tells Client otherwise in writing, Bank does not operate or control any such content or any of the information, products or services on such linked websites. Client acknowledges and agrees that: (i) Client accesses such content and linked sites at Client's own risk; (ii) Bank makes no representation or warranty, and assumes no responsibility for, content on Bank's website and any linked site or the actions or omissions of its/their owners, operators or providers (iii) Bank makes no endorsement of, and assumes no responsibility for, content uploaded to Bank's website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, Client may be exposed to content that is offensive, indecent or objectionable; and (v) although Bank may have a contractual or other relationship with the operators of a linked website or the providers of content, Bank will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. Client agrees to hold Bank harmless in connection with all of the foregoing.

    Bank reserves the right, but shall have no obligation, to reject, move, or delete content that Bank, in Bank's sole discretion, believes violates this Service Description, or contains content, including viruses, that may interfere with the operation of Bank's website. Bank may, but has no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. Bank shall have the right, but not the obligation, to disclose content to any third party if required or permitted by law or if Bank believes reasonably necessary to: (a) comply with legal process; (b) enforce this Service Description; (c) respond to claims that any content violates rights of third parties; or (d) protect Bank's rights, properly, or personal safety, or those third parties.

24. **Third Party Content.** Bank may receive, process, and make available to Client content that Bank receives from Client and others. In this regard, Bank is merely a passive conduit for such content, although Bank reserves the right to block or remove any content that Bank believes violates this Service Description. Bank assumes no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that Client or others provides to Bank, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. Bank will not have a duty to interpret or evaluate any content transmitted to Bank or through Bank's website or the Online Banking Services, except to the limited extent, if any, set forth in this Service Description. Bank will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content Bank receives from Client or third parties. Bank will not have a duty to notify Client about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on

Bank's website, even if Bank has reason to know of its existence. Use of any content Client obtains from Bank's website is at Client's own risk.