

We are pleased to make Our Treasury Services (the "Services") available to You. This Treasury Solutions Agreement ("Agreement") governs all of Our Services.

The terms "We", "Us" and "Our" refer to NBKC Bank ("Bank"). "You", "Your" and "Company" refer jointly and severally to any customer who signs the Treasury Solutions Enrollment Form ("Enrollment Form") and requests one or more of the Services. Capitalized terms used in this Agreement are defined in Section 2.

We provide a variety of Services to Our customers. You may elect to receive only the Services that suit Your needs. Some Services are provided only upon request and may require additional application and/or enrollment and are subject to Our approval. Some Services may not be applicable to some accounts. Upon request, We will provide You with a listing of those accounts and the Services applicable to them. All Services are governed by this Agreement and are described in Exhibits accompanying this Agreement. Only Exhibits relevant to the Services chosen by You will apply to this Agreement. Should You choose additional Services in the future, the Exhibits in this Agreement shall govern.

Section 1. General Terms

1.1 Internet-Based Services. All Services are obtained over the Internet and are provided subject to the availability of the Internet and compatibility of Your equipment and software with Our server and systems. Internet Services will not be available when We are performing maintenance or if Our system or Server is not functioning correctly. If You are provided with administrator capabilities, You must designate one or more employees or representatives to act as Administrator. The Administrator would be able to designate different access authorities for Your employees or other representatives with respect to the Services. You assume all responsibility for managing online access to Our products and Services and the authority of all of Your employees or other representatives. We have no responsibility or liability for any direct or indirect loss and/or damages suffered by You resulting from unauthorized transactions performed by Your employees or other representatives or for any security breach unless otherwise required by law. Notwithstanding Our efforts to provide secure Services, You recognize and agree that the Internet is potentially insecure. We do not warrant the security of the Services provided via the Internet.

1.2 Additional Services. We may provide online access to additional Services from time to time. We will notify You of the existence of these new Services and any terms and conditions that may apply exclusively to such Services. By using these new Services when they become available, You will agree to be bound by the terms and conditions applicable to such Services.

1.3 Access to Services. Instructions on how to use Internet access to the Services and details concerning transactional limitations are available online or through Your bank officer. You will access the Services through Your equipment, Your Internet Service Provider, and the Security Procedures. You are responsible for all access to the Services made with Your password(s). Contact Us immediately at 913-905-2110 if You believe that the Security Procedures have been compromised.

1.4 Access to Technology. If We provide or permit You to access hardware, software, documentation, systems or other technology or intellectual property (collectively "Technology"), You agree that We and/or Our suppliers are entitled to retain all intellectual property rights in the Technology. You further agree: (1) to comply with any license terms that are made available to You in connection with the Technology; (2) to use the Technology solely for purposes of accessing or using Our Services; (3) to maintain the confidentiality of the Technology and not to copy, transfer or disclose the Technology; (4) not to attempt to circumvent any use or access limitations contained in the Technology, not to access any system, file, software or service other than those specifically made available by Us and not to translate, reverse engineer, disassemble or decompile in any way any Technology; (5) to limit Technology access to those Personnel who have a need to have such access in connection with Your receipt of Services from Us (and, upon request, You agree to notify Us in writing of who those persons are); (6) to use the Technology in accordance with its documentation and all relevant security policies and procedures; and (7) to return any and all copies of the Technology to Us upon request (except such hardware as You may have purchased from us). Any software installed shall never be considered embedded into any hardware and must be removed by You if You do not return the hardware purchased from us. Technology is provided to You on an "as is" basis and for purposes of this Agreement will be considered part of the Services. You agree to be responsible for misuse of Technology by Your Personnel or by third parties to whom Your Personnel may have intentionally or unintentionally disclosed their ID(s) or PIN(s). You agree to cooperate with Us in the investigation of any apparent unauthorized use of or access to Our Technology by any person using an ID(s) or PIN(s) assigned to You or who otherwise appears to

have accessed Our Technology through Your systems. We may provide Our customers with an anti-fraud monitoring solution. If so, this software is made available for download to Our customers. We recommend that You download, install and use the software if offered by Us. You agree to take any and all steps necessary to obtain and provide protection against unauthorized access to Your computer systems.

1.5 Transaction Limits. We may establish transaction limits for various Services utilized by You. We shall have no obligation to process, transmit or execute any transaction which would cause such transaction limits to be exceeded. We may change the transaction limits at any time at Our sole discretion. Upon request, We will provide You with the established limits We have set forth for Services used by You.

1.6 Hours of Operation. Services are available 24 hours a day, seven days a week, except during special maintenance periods. Transactions are processed only on Business Days. All transaction requests or other communications received after the applicable cut off time on Business Days and all transactions which are requested on Saturdays, Sundays or holidays on which We are closed, will be processed on the next Business Day.

1.7 Modifications to this Agreement. We may modify the Agreement applicable to the Services from time to time by posting the revisions on Our web site, by notifying You when You access the Services or by e mailing, mailing or delivering a notice of the modification to You. Your use of the Services after notification as set forth herein of any modification to the Agreement, shall be construed as acceptance and agreement to such modified Agreement.

1.8 Inactivity; Termination. We can terminate any of Your Services without notice to You if You do not comply with any agreement You have with us. In addition, We may terminate this Agreement, or any part thereof, at any time in Our discretion, by providing You with ten (10) days' prior notice. If You wish to cancel any Service, You must notify Us in writing at least thirty (30) days in advance of the effective date to stop the Service. Your final charge for the Services will be assessed at the end of Your statement cycle. Notwithstanding any termination, the Agreement shall apply to all transactions which have been initiated prior to termination. If You and Us have agreed to any Service(s) for a specified period of time, termination may only occur: (1) at the end of the agreed term or a renewal term, with at least thirty (30) days' prior written notice; or (2) prior to the end of the agreed term, for cause. Cause will exist (1) for either party, if the other party commits a material breach of these terms and fails to cure the breach within thirty (30) days after receipt of written notice; (2) for either party if a material adverse change occurs in the other party's financial condition (such as bankruptcy, reorganization, or receivership proceeding); (3) for Us, if You no longer satisfy the underwriting policy standards for the Service(s) in question; or (iv) for Us, if Your use of the Service(s) creates a risk of loss to Us (including a third party claim or a reputational injury resulting from the inappropriate use of Our Services or Your violation of law). These terms, Your representations, warranties, and obligations will survive the termination of Our Services.

1.9 Payment. You shall compensate Us for the performance of each Service in accordance with Service Fee Schedule in effect when the fee is incurred. We reserve the right to change Our Service Fee Schedule from time to time without notice. All fees and charges will be deducted on a monthly basis from the "Designated Account" as shown on Your Treasury Services Enrollment Form. If You have made other payment arrangements, We will not make deductions from Your accounts unless these other arrangements fail to produce payments when required by us. If You close Your Designated Account, then prior to closing the account You must contact Us immediately to designate another account as Your

Designated Account. You must also pay additional charges for services You request. If You and Us have agreed to a flat fee for Your Services (including arrangements that restrict fee increases), You agree: (1) You will not terminate Your Service(s) while the flat fee term is applicable, except that You may terminate earlier for cause or upon thirty (30) days prior written notice after receiving notice of a price adjustment; and (2) You will obtain the Services covered by the flat fee term only from Us (except that this clause (2) will not apply if You have separately made a minimum fee commitment in writing). You must pay all reasonable attorneys' fees and other costs and expenses We may incur in collecting amounts You owe Us in connection with any Service. You acknowledge that the fees We charge for Services are much smaller than the amounts involved in carrying out the Services and that the provisions of this section are necessary to enable Us to charge fees based on the cost of providing Services rather than based on the dollar amount of the applicable transactions.

1.10 Security Procedures. The Security Procedures for all Services require the use of the ID(s) assigned to You by Us and a PIN(s) selected by You. The Administrator requires separate PINs for each user the Administrator authorizes to access the Services. Whenever any person with access to Services transfers to a new assignment, leaves Your employment, is no longer authorized to use the Services on Your behalf, or if You believe that security of Your ID(s) or PIN(s) may have been compromised, You must change Your ID(s) and PIN(s). ID(s) and PIN(s) should be changed regularly. You agree to use the Security Procedures in accessing the Services and prevent unauthorized use and/or access. You are solely responsible for maintaining the security and confidentiality of Your ID(s) and PIN(s). If You have reason to believe the Security Procedures or Your computer system(s) have or may become compromised, You must notify Your bank officer immediately. You are fully responsible for any transactions initiated before We receive Your notice and have a reasonable time to act on it. You are responsible for all transactions initiated by Your Personnel even though they engage in transactions that You have not authorized, regardless of the purpose thereof and regardless of whether Personnel violate Your rules. We may provide hardware and/or virtual tokens for further authentication. Tokens, like user ID(s) and PIN(s), must be similarly protected and used with utmost care and caution. Our employees will never contact You by phone, fax, mail, email or any other communication method and ask for Your user ID(s) and/or password(s). You should regard such requests as fraudulent. You agree that these procedures are commercially reasonable pursuant to Uniform Commercial Code Section 4A-202(c).

1.11 Confidentiality. We will maintain the confidentiality of information You provide to Us in connection with the Services in accordance with applicable law and Our normal procedures for safeguarding commercial customers' information. You may use any confidential information obtained from us, including security information regarding Our business processes but only in the manner specified by Us and in the ordinary course of Your business. You shall keep this information confidential and limit access to the information only to Your employees and other representatives who require access to confidential information in the normal course of their duties. You must notify Us promptly if any of Our confidential information is lost or its confidentiality is compromised. You shall be responsible for any and all loss We incur due to loss or compromise of confidential information. This section does not limit either party's ability to: (a) disclose confidential information when the other party has approved such disclosure in writing, (b) disclose such confidential information to its attorneys, accountants, auditors or other professional advisors, (c) disclose such confidential information that becomes public other than through a breach of the Agreement, (d) disclose such confidential information that was in its possession or available to it prior to its receipt in connection with a Service, (e) disclose such confidential information as required or requested by any regulatory body to which either party is subject, or (f) disclose such confidential information otherwise as required by Applicable Law or by legal or governmental process.

1.12 Our Limitation of Liability. Unless otherwise defined in a specific Service agreement, these limitations of liabilities apply to all Services offered by Us. We will exercise ordinary care in providing the Services and will be liable only for Our gross negligence or willful misconduct. We will be deemed to have exercised ordinary care if We have acted in accordance with Our procedures and Our procedures do not vary unreasonably from general banking practices. In no event shall clerical errors, inadvertence or oversight, or a good faith mistake in judgment constitute Our failure to exercise ordinary care. We will re-credit Your Designated Accounts for the amount of any item charged which was not properly payable. WE SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO OR COULD HAVE BEEN REASONABLY FORESEEN BY US. Our liability for any loss or damage for any cause whatsoever shall be limited to liability for direct damages

caused by Our material breach of the Agreement. Our cumulative aggregate liability shall not under any circumstances exceed the total fees paid to Us by You for the Service(s) involved in the breach for the six (6) months preceding the breach. If We fail to credit any of Your accounts utilized in connection with the Services as of the date such credit was earned, upon discovery or notification of such error, We will properly credit such account, but We shall not incur any liability therefor, including loss resulting from Your inability to invest the amount of funds not properly credited to the account. Under no circumstances shall We be responsible for any liability, loss or damage resulting from any delay in performance or failure to perform which is caused by interruption of telephone, telefacsimile or communication services, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by You or any third party, strikes or lockouts, emergency conditions, riots, war, acts of terrorism, acts of government or other circumstances which are beyond Our control. We shall not be liable for failure to perform any of Our obligations if such performance would result in Our being in breach of any law, regulation or requirement of any governmental authority that is in effect now or may become effective in the future. The preceding limitations of liability apply regardless of whether any limited remedy herein fails its essential purpose. Services are not guaranteed to be free of error. Your remedies contained with the Agreement are exclusive and in lieu of all other remedies in law or equity.

1.13 Indemnification. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US, INCLUDING EACH OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, COSTS, EXPENSES AND DAMAGES OF ANY KIND (INCLUDING ATTORNEYS' FEES AND OTHER COSTS INCURRED IN CONNECTION THEREWITH) INCURRED BY OR ASSERTED AGAINST US: (1) BY ANY PARTIES TO THE SERVICES; (2) IN ANY WAY RELATING TO OR ARISING OUT OF THE SERVICES BY REASON OF ANY OF YOUR ACTS OR OMISSIONS (INCLUDING WITHOUT LIMITATION ANY ACTS OR OMISSIONS OF YOUR EMPLOYEES, REPRESENTATIVES OR AGENTS), EXCEPT TO THE EXTENT SUCH LIABILITY, LOSS OR DAMAGE IS CAUSED SOLELY BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (PROVIDED THAT RELIANCE, WITHOUT FURTHER INVESTIGATION, ON ANY ORAL, TELEPHONIC, ELECTRONIC, WRITTEN OR OTHER REQUEST, NOTICE OR INSTRUCTION BELIEVED IN GOOD FAITH TO HAVE BEEN GIVEN BY YOU WILL IN NO EVENT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON OUR PART); OR (3) IN RESPONSE TO YOUR REQUESTS, INSTRUCTIONS OR PROCESSING SUBMISSIONS. IN THE EVENT ANY CHECKS, DRAFTS, TRANSFERS OR ITEMS ON YOUR ACCOUNT ARE DETERMINED (1) TO BEAR AN UNAUTHORIZED SIGNATURE, (2) TO HAVE BEEN ALTERED OR (3) OTHERWISE TO BE IRREGULAR, WE MAY IN THAT EVENT TAKE ACTION, INDEPENDENTLY OR AT YOUR REQUEST, TO ENFORCE AGAINST PRIOR PARTIES (INCLUDING PRIOR COLLECTING BANKS, ENDORSERS AND OTHER HOLDERS) WHATEVER RIGHTS YOU OR WE HAVE AGAINST SUCH PRIOR PARTIES. IF WE TAKE SUCH ACTION, YOU SHALL INDEMNIFY US FOR ALL LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND LEGAL EXPENSES) WE INCUR IN CONNECTION WITH THESE ACTIONS. WE MAY OR MAY NOT CONDITION OUR TAKING OF SUCH ACTION ON YOUR EXECUTION OF A WRITTEN INDEMNIFICATION UNDERTAKING, BUT YOU WILL IN ANY EVENT REMAIN RESPONSIBLE FOR SUCH EXPENSES.

1.14 Your Representations and Warranties. Each time You use a Service, You represent and warrant to Us that: (1) You are validly existing and in good standing under the laws of the jurisdiction of Your respective organization; (2) Your agreement to the Agreement is an authorized and legally, valid and binding obligation; (3) You have the requisite power and authority and have taken all necessary action to execute and deliver the Enrollment Form to perform Your obligations under the Agreement and each Service used by You; (4) any consent or authorization of any governmental authority or third party required to be obtained by You in connection with the Agreement or any Service used or performed pursuant to the Agreement has been obtained; (5) the Services are not intended to and shall not be used by You for personal, family or household purposes; and (6) You are not acting on behalf of or transmitting funds to or from any party subject to sanctions enforced by OFAC. Product and service descriptions contained in marketing or other materials provided to You before or after You agree to the Agreement do not constitute representations or warranties. In order for a product or service description to constitute a warranty, it must be contained within a document signed by a duly authorized Bank officer that expressly provides that it is to be incorporated into the Agreement. Except as expressly provided in these terms, services are provided "as is" and We disclaim any and all other warranties, express or implied, written or oral in respect to the services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from a course

of dealing, usage, or trade practice. **WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIM ALL WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF ANY SERVICES PROVIDED TO YOU, OR AS TO ANY EQUIPMENT OR SOFTWARE PROVIDED BY US OR THE COMPATIBILITY OF OUR SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH YOURS.** You are responsible for obtaining and maintaining any hardware, software, communications, encryption capability and trained personnel needed to access or use the Services. The requirements to access Your Service(s) may change over time. You are responsible for protecting Your systems and software against viruses and other unwanted functionalities and You agree to take reasonable efforts not to introduce viruses and other unwanted functionalities to Our systems and software. You agree to be responsible for Your own computer back-ups and contingency planning (including contingency planning for an unplanned interruption in Our Services). You are solely responsible for selecting the Service(s) You need from us, for the accuracy and adequacy of the data You provide to us, and for the result of using the Service(s) in the operation of Your business. You represent, warrant and covenant that You have all necessary rights, power and authority to (1) provide Us with any information that You submit in connection with the Service(s); and (2) initiate the transactions that You submit in connection with the Service(s). You agree to use ordinary care in using Our Services. If We provide You with written or electronic instructions or operating procedures, input or transmission formats, incoming work specifications, deadlines or cut-off times, or other limitations or requirements relating to the use of the Service(s) You receive from Us (including amended or new terms and conditions), You agree to comply with the requirements and understand that We may reject or be unable to process incoming items, instructions or work that does not comply. In the event You fail to comply with any requirements, non-compliance fees may apply. You agree not to (1) resell or otherwise make Our Services available to others; or (2) use Our Services in a way that damages or violates the rights of others or any third party, that violates any Applicable Law, or that will subject Us or Our contractors to investigation, prosecution or other legal action. To the extent that the Services We provide You with involve the use of clearing systems or other networks or associations, including the Federal Reserve system, VISA, MasterCard, and the National Automated Clearing House Association (such systems, networks and associations being referred to collectively herein as "Associations"), You agree that the Services are provided subject to the rules, regulations and guidelines of the Associations, all which You agree to comply with. You understand and agree that We are not responsible for the acts or omissions of any Association or of any other member of an Association. Nothing in the Agreement shall be construed to diminish, restrict or otherwise reduce Your obligations under relevant Association rules. Our rights and remedies under the Agreement are in addition to and not in lieu of Our rights and remedies under Association rules. To the extent that Our Services involve the processing of consumer payments, You agree to receive, respond to and resolve, at Your own expense, all consumer complaints regarding those payments. You agree not to materially change Your business or submit to Us any transactions that are submitted in a way or for a product or service of Yours that was not previously described to and expressly accepted by us. If work to be processed by Us is time sensitive, You agree to submit the work to Us in advance of Our final input deadline. This will minimize the possibility of delays resulting from unplanned occurrences (for example, payroll files should be submitted at least two days prior to the payroll effective date).

1.15 Your Personnel. You are responsible for all acts and omissions of Your employees, officers, directors, partners, agents, representatives and contractors, including persons and/or personnel given signature authority on Your accounts and/or are permitted to give Us instructions with respect to transactions (collectively "Personnel"). We are entitled, without further inquiry or investigation, to rely that all actions of Your Personnel are appropriate and authorized by You. We strongly advise You to establish and maintain policies, procedures, accounting and auditing controls that will prevent, or allow the early detection of, fraud or other unauthorized activity conducted by Your Personnel. You agree to accept sole responsibility for losses attributable to the acts or omissions of Your Personnel. Your Personnel also includes any third party with which You may have contracted with to support electronic billing and payment functionality for Your customers.

1.16 Compliance with Law. You shall comply with all Applicable Laws in connection with the Services, including without limitation OFAC-enforced prohibitions. You shall be responsible for and fully indemnify and hold Us harmless for any and all fines and assessments imposed on Us as a result of any alleged violations of Applicable Laws or rules.

1.17 Your Records and Review. You shall retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following receipt by Us of the deposit,

file, entry, transmission or other order affecting an account. You shall regularly and promptly review and verify all information provided to You concerning the Services, including without limitation statements, reports, check payment records, adjustments, charges, and other transactions and, within a reasonable time (which in no event shall be greater than 30 days) will notify Us by telephone at 913-905-2110 or another telephone number provided to You or in writing sent to Treasury Management, 8320 Ward Parkway, Kansas City, MO 64114 of any error or discrepancy between Your records and any bank notice or statement, or any transaction or transfer which You believe was not authorized or improperly executed. If You fail to notify Us of such unauthorized transaction within a reasonable time, You agree that the failure to report any such errors or unauthorized transactions shall relieve Us of any liability for the unreported erroneous or unauthorized transaction or collector of the unreported transaction. You agree to promptly notify Us if You believe We have failed to fulfill Our obligations to You, according to the Agreement. If We are unable to resolve Your complaint, You may terminate Your Service(s) in accordance with the terms of Section 1.8 "Inactivity; Termination." If You decide not to terminate Your Service(s), You agree to give Us a written notice of Our failure, in which case We shall be afforded a reasonable opportunity to cure the alleged failure. If the Service(s) are not performed or defectively performed and We have not cured the failure, You shall be entitled to a reasonable fee credit to be applied to the fees invoiced for such Service(s) (or with Our consent, other Services).

1.18 Our Other Agreements. All Services involving Your accounts with Us are subject to Our terms and conditions of deposit accounts, other agreements concerning Your accounts and services We provide, and availability schedules in effect from time to time. In the event of any conflict between the Agreement and other agreements governing deposit accounts or services, the Agreement will prevail.

1.19 Supplements. This Agreement may be supplemented by completed enrollment forms that We accept from You and such accepted enrollment forms will be considered part of the Agreement (enrollment forms may, for example, permit You to select from among various optional product features). Additionally, in the event that You and We mutually agree to supplement or amend the Agreement in a separate written document that is signed by both You and Us and specifically references the Agreement, that separate document shall control to the extent that it is inconsistent with the Agreement; all other provisions of the Agreement shall remain in full force in effect.

1.20 Relationship of the Parties. Nothing in the Agreement or in the provision of Services to You creates any agency, fiduciary, joint venture or partnership relationship between You and Us nor shall either party have the power or authority to bind the other in any way. Nothing contained in the Agreement shall be construed to grant either party any right, title, interest or license in or to the other's name, trademarks, or other proprietary information or intellectual property. The Agreement is created solely for the benefit of You and Us and may not be relied upon or enforced by any third party. No third party, including Your Personnel and customers, is considered to be a beneficiary of the Agreement. Nothing contained in the Agreement is intended to impair either party's rights, claims, or defenses against any third party.

1.21 Notices. Any notice or other communication may be sent by Us to You at Your postal, e mail, facsimile or other address provided by You to Us on the Enrollment Form or at any such address provided by You to us. We may assume that any notice or communication sent to You at any such address has been received by You, unless You notify Us in writing of another address. Notices sent by You to Us should be sent to TREASURY MANAGEMENT, NBKC Bank, 8320 Ward Parkway, Kansas City, MO 64114.

1.22 Electronic Communications. Any banking information which includes, but is not limited to, an entry, entry data, routing number, account number, PIN, or other identification symbol, that is transmitted via an Unsecured Electronic Network (UEN) must be: Encrypted, at minimum to the most recent commercially reasonable encryption standard Transmitted via a secure session that provides a level of security equivalent to the same encryption standard.

1.23 Binding Effect. The Agreement shall bind and benefit You, Us and Our permitted successors and assigns. No agreement with or representation made by any of Our employees or representatives that is in conflict with the Agreement will be binding on Us unless contained in a validly executed agreement or amendment. No delay by Us in exercising any right or power shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power preclude further exercise thereof or the exercise of any other right or power. The rights and remedies set forth in the Agreement are cumulative and not exclusive of any rights or remedies which We would otherwise have.

1.24 Assignment. Neither the Agreement nor any Services provided hereunder may be assigned by You without Our prior written consent. We may assign the Agreement without Your consent.

1.25 Arbitration. Any controversy, claim, dispute or issue asserted by You against Us related to or arising from (1) the interpretation, negotiation, execution, assignment, administration, modification, or extension of the Agreement; (2) any fee, charge or cost incurred under the Agreement; (3) the collection of any amounts due under the Agreement; (4) any alleged tort related to or arising out of the Agreement or (5) a breach or performance of any provision of the Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Any disagreement as to whether a particular dispute or claim is subject to arbitration under this paragraph shall be decided by arbitration in accordance with provision of this paragraph. Commencement of litigation by Us shall not waive any rights that We have to demand arbitration with respect to any counterclaim or other claim that may be made against Us, whether in relating to, or arising out of such litigation, or otherwise. The arbitrator may award all remedies that a court could award. Judgment upon any award rendered by the arbitrator in any such arbitration may be entered in any Court having jurisdiction thereof. Any demand for arbitration under this paragraph shall be made no later than the date when any judicial action upon the same matter would be barred under any applicable statute of limitations. Any dispute as to whether the statute of limitations bars the arbitration of such matters shall be decided by arbitration in accordance with the provisions of this paragraph. The locale of any arbitration proceedings under this paragraph shall be in Johnson County, Kansas, unless otherwise agreed to by You and Us. The arbitrator in any such arbitration shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between You and Us prior to such arbitration. You and We specifically acknowledge and agree that the Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act, and You hereby waives and relinquishes any right to claim otherwise.

1.26 Waiver of Jury Trial. YOU AND WE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR ANY SERVICES.

1.27 Miscellaneous Terms.

(a) Choice of Law. Except to the extent superseded by Federal law, the Agreement and the provision of Services shall be governed by the laws of the State of Kansas. You agree that only the courts of Kansas shall have jurisdiction, to the exclusion of all other jurisdictions, to hear any dispute arising out of or due to the Agreement and/or Services and You submit to the jurisdiction of such courts. Any provision of the Agreement which is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of the Agreement. All references to time are to Central Standard Time or Central Daylight Time, as applicable.

(b) Waivers. No waiver of the Agreement by Us will be effective unless signed by two of Our authorized officers. We reserve the right to waive the enforcement of any of the Agreement with respect to any transaction or series of transactions. Any such waiver will not affect Our right to enforce any of Our rights with respect to Our other customers, or to enforce any of Our rights with respect to later transactions with You, and will not be sufficient to modify the Agreement on a going forward basis.

(c) Use of Third Parties; Credit Reports. We are entitled to use such agents, contractors, service providers, networks and other third parties as We may deem appropriate in providing the Services. You agree that We may contract any source necessary and may obtain credit reports in connection with starting, continuing and/or discontinuing services.

(d) Execution; Original. The parties may execute the Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by PDF is as effective as executing and delivering the Agreement in the presence of the other party. In proving the Agreement, a party may produce or account only for the executed counterpart of the party to be charged. You agree that We may maintain a copy of the Agreement and any and all other documentation related to the Services in electronic form and that We may destroy the originals. You agree that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original and You waive any objection to Our use of such copies.

(e) Financial Review. You agree to submit annual financial statements and such other financial information as We may reasonably request from time to time and You agree that We may conduct audits and on-site inspections as We reasonably deem necessary to verify Your compliance with the Agreement or other applicable rules.

(f) Headings. The headings in the Agreement are for the ease of reference only and shall not affect the interpretation or application of these Terms or in any way modify or qualify any of the rights or obligations.

2 Definitions. In the Agreement and Exhibits, the following terms shall have the meaning set forth below:

(a) "ACH" means Automated Clearing House.

(b) "ACH Services" mean the services described in the Electronic Transaction Services Exhibit to the Agreement.

(c) "Account" means the deposit account(s) held by Us to which the Services provided in this Agreement apply.

(d) "Account Reconciliation Service" means the service described in Section 1.3 of Payment Disbursement Services Exhibit.

(e) "Administrator" means the person or persons You designate to have authority to manage the access authority and security for Your access to the Services.

(f) "Applicable Law" means all applicable federal, state or local laws, executive orders, ordinances, rules, determinations of governmental authorities or regulations together with all applicable rules or regulations of any clearinghouse or other organization.

(g) "Associations" means clearing systems, other networks or associations, including, but not limited to the Federal Reserve System, VISA, MasterCard, and the National Automated Clearing House Association.

(h) "Available Funds" means funds on deposit in a Designated Account and available for withdrawal pursuant to Our applicable funds availability schedule.

(i) "Balance Transfer Service" means the service described in Section 1.1 of Balance Control Services Exhibit.

(j) "Business Day" means each Monday through Friday, except for holidays observed by the Federal Reserve Bank of Kansas City or by us.

(k) "Check" means a negotiable instrument drawn off Your account and issued by You.

(l) "Check Report" means a report provided by Company describing checks drawn by the Company (or its authorized agent) on a Designated Account, which (1) includes the exact and complete date, check number, and amount of each Presented Check drawn on a Designated Account on the previous day; (2) is received by Us in the format and medium, by the deadlines, and at the place(s) specified in Our procedures; and (3) is authorized by You or is verified by Us in compliance with the security procedures provided in the Security Procedures.

(m) "Company" means the person or representative of the entity agreeing to the Agreement with their signature at the end of this document.

(n) "Company Representatives" mean any persons who are designated by You in the Enrollment Form to act on Your behalf with respect to the ACH Services.

(o) "Delay of Availability" means Our ability to exercise a hold on uncollected funds that are constituted by deposited checks

(p) "Designated Account" is the account You designate for payment of Service fees.

(q) "Designated Pay Accounts" means the accounts of the Company maintained with Us designated by You pursuant to the Section 1.4 of the Payment Disbursement Services Exhibit. We shall provide Positive Pay Services only with regard to Designated Pay Accounts of Company.

(r) "Effective Entry Date" means the banking day specified by You on which You intend a batch of Entries to be settled.

(s) "Electronic Check" means an electronic form of a paper check that draws money directly from a checking account.

(t) "Electronic Funds Transfer Act" means Federal law at 15 U.S.C. 1601 et. Seq.

(u) "Enrollment Form" or "Treasury Solution Enrollment Form" means Our Enrollment Form in which You request Services and agree to the terms and conditions to the selected Services.

(v) "Entries" mean "Credit Entries" and "Debit Entries" as defined in the NACHA Rules, including any data for Entries and any prenotification.

(w) "Equipment" means any hardware that we provide to You in conjunction with the Services.

(x) "Exception Check" means a Presented Check that does not match a check included in a Check Report.

(y) "Exception Report" means a report describing Exception Checks.

(z) "Internet" means the computer network consisting of a collection of

inter-connected networks that use the TCP/IP protocols to facilitate data transmission and exchange.

- (aa) **“Master Account”** means the demand deposit account established by Us for You which We transfer funds to and from the Zero Balance Accounts on a daily basis in order to zero out the Zero Balance Accounts.
- (bb) **“NACHA Rules”** means the rules of the National Automated Clearing House Association as amended from time to time.
- (cc) **“ODFI”** means the Originating Depository Financial Institution as defined in the NACHA Rules.
- (dd) **“OFAC”** means the U. S. Department of Treasury’s Office of Foreign Assets Control.
- (ee) **“Originator”** means the originator of an Entry as defined in the NACHA Rules.
- (ff) **“Payment Instructions”** means instructions by You to Us ordering Us to pay or return checks specified by You, which instructions specify the exact and complete date, check number and amount of the subject checks and which instructions are received by Us in the format and medium, and by the deadline, specified in Our procedures.
- (gg) **“Personnel”** means Your employees, officers, directors, partners, agents, representatives and contractors, including persons given signature authority on Your accounts and personnel who are permitted to give Us instructions in respect to transactions.
- (hh) **“Positive Pay Services”** mean the services described in Section 1.4 of the Payment Disbursement Services Exhibit to the Agreement.
- (ii) **“Presented Check”** is a check apparently drawn by You on a Designated Pay Account and presented to Us for payment through the check collection system.
- (jj) **“Presented Check List”** means a list provided to You by Us, by the applicable deadline, and at the place(s) specified in Our procedures, which describes the Presented Checks presented against a Designated Pay Account the previous day, including the date, check number, and amount (as encoded) of each Presented Check.
- (kk) **“RDFI”** means the Receiving Depository Financial Institution as defined in the NACHA Rules.
- (ll) **“Receiver”** means the person or entity receiving an Entry as defined in the NACHA Rules.
- (mm) **“Regulation CC”** means Regulation CC of the Board of Governors of the Federal Reserve System.
- (nn) **“Regulation E”** means Regulation E of the Board of Governors of the Federal Reserve System.
- (oo) **“Regulation J”** means Regulation J of the Board of Governors of the Federal Reserve System.
- (pp) **“Request”** means a request to Us in connection with a transfer of funds.
- (qq) **“Reversal/Deletion Request”** means a request for a reversal of an Entry or a request to delete a previously delivered Entry.
- (rr) **“Security Procedures”** mean confirmation or other security devices or procedures, including without limitation, ID’s, PIN’s, identification codes, access codes, and telephonic confirmation.
- (ss) **“Services” and “Treasury Services”** means all Treasury Services subscribed to by You and provided by Us as described in Enrollment Form including the Agreement and the Exhibits hereto.
- (tt) **“Service Fee Schedule”** is the fee schedule We establish from time to time setting forth fees applicable to the Services.
- (uu) **“Services Exhibits”** means the exhibits attached hereto setting forth the specific Treasury Services selected by You in addition to the general Treasury Services.
- (vv) **“Settlement Date”** means the date an exchange of funds with respect to an Entry is reflected on the books of the applicable Federal Reserve Bank(s).
- (ww) **“Standard Entry Class Code”** means a three-character code that identifies the type of ACH Entry.
- (xx) **“Substitute Check”** means a paper reproduction of a check that is copied electronically.
- (yy) **“Technology”** means hardware, software, documentation, systems or other technology or intellectual property.
- (zz) **“Wire Transfer Service”** means the service described in Section 2.1 of the Electronic Transaction Services Exhibit to the Agreement.
- (aaa) **“Zero Balance Account”** means accounts established for You by Us and that are taken to a zero balance on a daily basis.

Payment Disbursement Services Exhibit

1.1 Other Agreements. This Agreement does not cover a check presented over-the-counter or We have already cashed, negotiated, or paid, or which We are already committed to honor or pay under applicable laws, regulations or rules governing such items (such as certified checks). Furthermore, the Company shall not use this Agreement to refuse payment of checks that are otherwise

properly payable from the Designated Pay Account. Except as specifically provided in this Agreement, all other account agreements relating to Designated Pay Accounts shall continue to apply and fees and charges, and Our rights and remedies, shall be cumulative.

1.2 Electronic Stop Payment Initiation. You may electronically request Us to stop payment on a check or other item You have written or transactions You have initiated. Each stop payment request applies only to the item which conforms exactly to the description You provide to us. We have no responsibility for stopping payment if the information You provide to Us is insufficient or incorrect or the stop payment request is not delivered to Us in time for Us to reasonably be able to stop payment. Your electronic stop payment request is valid for six (6) months unless canceled prior by You. After that time, We may, at Our option, pay the check or item or permit the transfer to occur unless the stop payment order is timely renewed.

1.3 Account Reconciliation Service. The Account Reconciliation Service monitors items on a daily basis and reports information online concerning paid items. This Service is provided only by means of equipment which automatically reads the MICR line of each item. If the MICR line is incorrect, missing or unreadable, information may not be available to You. We are not responsible for encoding errors discovered after the expiration of the deadline for returning items or for fraudulent items.

1.4 Positive Pay Service. Upon agreement between You and Us, We agree to provide the Positive Pay Services for the Designated Pay Accounts specified by You. On each banking day, You agree to provide Us a Check Report by 6:00 p.m. Central time identifying all checks You have issued on the Designated Pay Accounts. In the event of system failure or other event that results in a Check Report not be submitted by You and/or processed by Us, the Check Report shall be considered as not received by Us, even if We are in possession of the Check Report. We shall compare each Presented Check by check number and amount (as encoded) against all Check Reports received through such day. If the Presented Check does not match the check number and dollar amount identified in the Check Report, We shall classify the check as an Exception Check, and describe the same on an Exception Report. We shall (i) finally pay and charge to the applicable Designated Pay Account all Presented Checks which match checks on such Check Reports as to check number and amount, provided that the Designated Pay Account has sufficient Available Funds; and (ii) provide Company with an Exception Report by 9:00 a.m. (central time), via Online Banking Portal, on the following business day, which shall include either a description of the Exception Check, or a copy of the front and back of the Exception Check. You shall provide Us with Payment Instructions regarding the Exception Checks by 10:00 a.m. (central time) on the same day. If You fail to meet such deadlines, You authorize and direct Us to return or pay such Exception Checks, as designated on the Enrollment Form, if the Designated Pay Accounts upon which they are drawn have sufficient Available Funds, unless We determine in Our sole discretion that an Exception Check is not or may not be properly payable.

1.4.1 Remedies and Liabilities.

1.4.1.1 Checks Paid Under Agreement. With respect to any check paid by Us in accordance with this Agreement:

- (a) Company waives and releases any claim that the check is not properly payable, with respect to any drawer’s signature(s) on, or alteration of the amount of, the check; and
- (b) If the name of the payee of the check is altered or the check is not properly payable because of a forged endorsement, We, without waiving any defenses under the UCC, shall be accountable for the amount of the check to the extent required by applicable provisions of the UCC, including UCC 4-401.

1.4.1.2 Checks Dishonored Under Agreement. With respect to any check dishonored and returned by Us in accordance with this Agreement, You waive and release any claim that the check is properly payable and any claim against Us for wrongful dishonor under UCC 4-402, other account agreement or otherwise.

1.4.1.3 Our Liability. Except as otherwise provided in this Agreement, We shall have no responsibility for erroneous data provided by You.

1.4.2 Procedures. From time to time, We shall establish or modify procedures to the Positive Pay Services which procedures may include Security Procedures and a format for reports and data (the “Procedures”). You agree to follow and be bound by the Procedures. We shall have the right in Our discretion to change all or any such Procedures at any time upon prior notice to You (or without prior notice if We have reason to believe that such changes are necessary

to protect the safety or integrity of any account held with Us). Notwithstanding the foregoing, We will use reasonable efforts to notify You of any change in the Procedures at least ten (10) days prior to any such change.

1.4.3 Information. You hereby assume all risk and responsibility for the compilation, accuracy, transmission and delivery of any and all information or data, including, without limitation, any Check Report or Payment Instructions delivered by You to Us. We shall have no obligation to insure the receipt or accuracy of any information or data furnished by You in connection with Positive Pay Services, and shall have no obligation to make any inquiry or initiate any follow-up investigation regarding the receipt or accuracy of any such information or data. You hereby authorize Us, without investigation or inquiry, to rely and act upon the contents of any information or data received from You which We reasonably believe is authorized by You. You are solely responsible for assuring that the Check Report is in the format required by, and otherwise complies with the Procedures.

1.4.4 UCC Article 4 and Regulation CC. Pursuant to Section 4-103 of the UCC, this Agreement shall vary the effect of any provisions of Article 4 of the UCC and of Regulation CC (12 C.F.R. 229.1 et seq.) which are inconsistent with this Agreement.

1.4.5 No Extension of Credit. Nothing in this Agreement nor any course of dealing between You and Us constitute a commitment or obligation of Us to lend money to You or obligates Us to extend any credit to You, to make a loan to You, or otherwise to advance funds to You to pay for any check contrary to Our published availability schedules. If We pay a check when You have insufficient funds in a Designated Pay Account, You shall immediately pay and reimburse Us for the resulting overdraft.

Depository Services Exhibit

1. Lockbox Services. Lockbox "contents" include cash, checks, money orders, and any other items deposited into the lockbox account. If You are a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), this Exhibit includes a HIPAA Addendum, which is attached hereto and is incorporated herein by reference.

1.1 Lockbox Account Number. All checks, except those not acceptable for deposit under the terms of this Agreement, will be deposited into Your designated account number.

1.2 Post Office Box. You shall instruct its customers to mail remittances to the lockbox (hereinafter "Post Office Box") listed below. "Customer" refers to an account debtor or anyone who contributes contents to the lockbox. We will have exclusive and unrestricted access to the lockbox and shall have complete authority to change the name or address of the post office box at Our discretion. We may designate more than one post office box and identify the receivables that are to be deposited in each of the post office boxes.

1.3 Pick-Up Schedule. We or Our agents shall pick up all mail addressed to the lockbox according to the following frequency documented on the Lockbox setup form.

1.4 Payee Designation. The payee identified on lockbox account checks must be Your name or a reasonable variation thereof. If the payee designation is not an acceptable variation, the check may not be deposited. Checks that leave the payee designation blank will be deposited if We can correctly identify the payee from the accompanying papers by entering the name of You as the payee. In the space provided below, You should provide Us with a list of business name variations, including but not limited to, formal corporate names or trade names. Checks containing names not listed in the space below by You may be deposited if We determine, in Our sole discretion, that the checks contain a reasonable variation of Your business name.

1.5 Lockbox Report. We agree to provide You a lockbox report each business day. The term "Business Day" means any day that the We are open to carry on all or substantially all of Our operations to the general public other than a Saturday, Sunday, or Federal holiday. The report will contain the deposit amount, number of deposited items, dollar amount of each item, and the date.

1.6 Fees. Lockbox charges for services rendered pursuant to this Agreement shall be paid directly by You. We are authorized to withdraw accrued fees without prior notice. All charges of Ours for the post office box, account, and other services rendered pursuant to this Agreement shall be debited from the Designated Account.

1.7 Account Records and Verification Privileges. You are obligated at all times to keep correct and accurate records regarding customer accounts, including but not limited to, financial and payment records of customer. On request, these records shall be provided to Our authorized officers, employees, or agents during Your usual business hours. Our officers, authorized employees, or agents have the right to verify the validity, amount or any other matter relating to any account by mail, telephone, facsimile or otherwise. All deposited checks will be imaged by Us and shall be retained for a period of 5 years by Us prior to destruction. Photocopies will be available for use by You on a reasonable basis during regular business hours. All contents delivered to the post office box will be microfilmed, imaged or otherwise recorded and retained by Us in conformity with the Our record retention procedures.

1.8 Account Administration. We agree to establish and maintain a Post Office Box for the payment of funds into the lockbox under the terms of this Agreement:

- (a) You shall mail invoices to Your customers in a timely and professional manner.
- (b) We shall have exclusive and unrestricted access to the lockbox contents as well as complete authority to direct transfers of the lockbox account amounts.
- (c) The lockbox contents will not be available You prior to deposit into Your account, unless request is made to Us and We consent.
- (d) All payments accepted by Us, which do not bear the payee's signature, shall be endorsed by Us and deposited into Your account.

1.9 Application of Payments. You shall be responsible for informing each of Your customers about the requirements described in this section. An invoice must accompany each payment that is directed to the Post Office Box.

1.10 We will open, inspect, and remove all lockbox contents. We, or Our agents, will process lockbox contents as follows:

- (a) **Instruments Payable in Foreign Currency.** Instruments payable in foreign currency will be forwarded to Our Deposit Operations Department for processing by Our agents, converted into U.S. dollars on the date paid, and deposited into the lockbox account.
- (b) **Missing Date.** All undated checks will be dated by Us as of the current date and processed.
- (c) **Postdated.** Postdated checks may be deposited and processed by Us under the terms of this Agreement. We shall not have any liability for processing and depositing postdated items into Your account.
- (d) **Stale Date.** Checks dated six months or more prior to the date of collection may be deposited and processed by Us under the terms of this Agreement.
- (e) **Signature Missing.** Checks, which do not bear the drawer's signature and contain no indication of the drawer's identity, may not be deposited.
- (f) **Amounts Missing.** Checks missing both written and numeric amounts will not be deposited. Checks missing either written or numeric amounts may be deposited in the amount shown.
- (g) **Payment in Full.** Checks bearing the legend, "Payments in Full," or words of similar import, shall be deposited and processed by Us. You must inform Your customers to address any items or disputes involving items pertaining to accord and satisfaction to a location other than the lockbox.
- (h) **Payment Methods.** We will accept both checks and cash as permissible methods of payment for deposit and will reject payment in any other form. You recognize that various discrepancies may occur when remittances are made in cash, assumes all such risks, and agrees that We have no liability for such discrepancies.
- (i) **Returned Checks.** Checks deposited into Your account, which are returned unpaid because of "Insufficient Funds," "Uncollected Funds," or the like will either be redeposited or returned to You. Any checks returned unpaid because of "Account Closed," "Stop Payment," or the like, will be returned to You. Any fees charged by the Us for unpaid return items will be debited from Your account.

1.11 Processing Procedures After Inspection. Paper, envelopes, or other items accompanying each remittance, including copies of additional correspondence, unprocessed or rejected items, and deposit tickets, will be retained by Us for a period of 30 days prior to destruction.

1.12 Remittance of Checks to Us. Any lockbox contents that come into the possession of You, Your affiliates, or persons acting for or in concert with You, shall be transmitted to Us or Our agents no later than the first business day following receipt.

1.13 Account Agreement Applicability. All lockbox contents processed and credited are bound by the terms and conditions of Your deposit account agreement. Every provision of the account agreement between You and Us with

respect to Your account will remain legally in effect.

2. Remote Deposit Services. We provide the Service which permits You to deposit Checks payable to You by creating an Electronic Check and transmitting a file to Us containing the Electronic Check for the purpose of depositing the amounts represented by the transmitted Electronic Check into Your Account. You desire to use the Service pursuant to the terms of this Exhibit.

2.1 The Service. By using the Service, You may convert paper Checks payable to You to Electronic Checks and electronically transmit the Electronic Checks to Us for deposit into an Account. We will process and provisionally deposit into Your Account the amount of each Electronic Check transmitted to Us for deposit through the Service, provided the remote deposit transaction, including the Check and the Electronic Check is otherwise acceptable to Us in Our sole discretion and without liability. In order to process the Electronic Check for collection, We may create a Substitute Check or transmit the Electronic Check, using the information transmitted to Us by You. Use of the Service shall not affect any of the Your obligations with respect to Your Accounts and all terms of the deposit agreement(s) relating to the Accounts shall continue to apply to the Account(s), except to the extent specifically inconsistent with this Agreement. We shall have the right to determine, in Our sole discretion and without liability, the nature and extent of the Service and the types of Checks or other items that may be deposited through the Service. We reserve the right to modify the Service from time to time without prior notice to You. We may suspend the Service immediately if We reasonably believe that there has been a breach in security of the Service, fraud involving Your Account or any Check processed through the Service or any uncertainty as to the authorization or accuracy of any Electronic Check or as otherwise set forth in this Agreement.

2.2 Data Transmission. In order to use the Service, You will use the Equipment to accurately capture and transmit, in a form acceptable to Us, all data contained on each Check. The data capture shall include all data required to create a valid Substitute Check, including without limitation: (a) an accurate and readable image of the front and back of the original Check; (b) all necessary information from the MICR Line of the original Check that would permit a Substitute Check to be processed on standard check-sorting equipment; and (c) all endorsements applied by parties that previously handled the Check in any forward collection or return. You shall transmit the Electronic Check to Us only through use of the Equipment. We may, in Our sole discretion and without liability, accept or reject such transmission.

2.3 Provisional Settlement. Electronic Checks transmitted for deposit through the Service are not deemed deposited until accepted for deposit by Us. Deposits received and accepted by Us prior to the cutoff time established by Us from time to time, will be accepted for deposit as of the Business Day of receipt. Deposits received and accepted by Us after the cutoff time, will be accepted for deposits as of the following Business Day. Deposits through the Service are provisional, and Electronic Checks may be returned in accordance with Applicable Law, including, without limitation, claims that a Substitute Check created from the Electronic Check is incomplete or inaccurate. We shall have no responsibility for the delayed return of a Substitute Check that includes any message text or other information added by You in the depository bank endorsement area on the Electronic Check. For purposes of availability, all Checks deposited by Us of the Service shall be deemed to have been deposited with Us at its Kansas City, Missouri office, or at such other location as We may provide You notice. We shall reserve the right to place Delay of Availability holds on Checks per Regulation CC.

2.4 Representations and Warranties. Each time an Electronic Check is transmitted to Us on Your behalf, You shall be deemed to have made all representations and warranties to Us with respect to such Electronic Check as it would have if the Electronic Check were presented as a physical Check. In addition to such representations and warranties, and other representations and warranties made by You in accordance with Applicable Law, or other agreements with Us, You represent and warrant to Us that: (a) the preparation and presentation of the Electronic Check complies with this Agreement; (b) the Electronic Check contains all information required to be accurately captured pursuant to this Agreement; (c) the original Check has not been altered in any manner by You or any third party; (d) neither the original Check nor any paper or electronic representation of the Check has been previously transferred or negotiated to a third party or deposited with Us or any other financial institution by You; (e) the use of the Service by You will be for business purposes only and no deposit or other transaction will be made for consumer purposes; (f) checks will not be capture for deposit if they are third party checks, foreign items, sight drafts, remotely created checks, or payments requiring multiple endorsements, and (g) the Electronic Check contains all endorsements applied by drawer and such endorsements are warranted by customer under Articles 3 and 4

of the Uniform Commercial Code.

2.5 Your Obligations.

- (a) **Training and Supervision.** You will train Your employees and other representatives in the use of the service, and are solely responsible for supervising and auditing access to and use of the Service by such persons. You shall establish internal controls and fraud prevention procedures regarding the access and use of the Service.
- (b) **Original Checks.** You shall be liable for the loss or theft of the original Checks. You shall be liable for the presentment of Checks in any manner to Us or any other financial institution. You shall establish a policy for retention of original Checks for a minimum of forty-five (45) calendar days and a maximum of ninety (90) calendar days from the date the Electronic Check relating to such Check has been transmitted to Us. During the period that original Checks are retained by You, You shall retain the Checks in a secure manner, with access only by persons with a reasonable need to access the original Checks. In the event You receive notice from Us or any third party of any dispute with respect to an Electronic Check or the underlying original Check is destroyed, You will retain the original Check until such dispute is fully resolved. You will promptly provide original Check in the possession of You to Us at Our request to aid in the clearing and collection process or to resolve any claims by third parties with respect to any Check. You shall destroy the original Checks at the expiration of the retention period of ninety (90) calendar days by shredding original Checks or by another commercially reasonable method of destruction designed to render the Checks and information contained on the Checks unusable or unreadable.
- (c) **Multiple Submissions.** You shall not submit an Electronic Check to Us or any other financial institution with respect to a Check that has been previously deposited with Us or any other financial institution. You will not deposit with Us or any other financial institution a Check or Electronic Check with respect to a Check that You have previously transmitted to Us.
- (d) **Audit and Review.** You agree, upon reasonable notice by Us, to permit Us to perform an on-site audit, to inspect and review Your Remote Deposit Services operations, records, reports, and processes. You acknowledge that We may from time to time require that You develop and adopt internal controls and processes related to Your Remote Deposit Services operations as mandated by Us as a condition to the Our Payment Disbursement Services Exhibit to continue providing Remote Deposit Services to You.
- (e) **Separation of Duties.** You must develop internal controls; We have the authority to mandate internal controls; We have the authority to mandate generally accepted accounting practices.

2.6 Discrepancies. You shall promptly notify Us in writing of any error in connection with the Services and any discrepancies between any records maintained by You and any notice You receive from Us with respect to the Services, and shall provide Us with any information We may reasonably request in connection therewith. You agree that thirty (30) calendar days from the time the notice is sent by Us is a reasonable time for You to notify Us of errors or discrepancies.

2.7 Intermediaries. We may act on any communication and provide the Services using any payment system or intermediary organization We reasonably select. We may engage third parties to provide some or all of the Services. We shall have no obligation to disclose arrangements with third parties to You or obtain Your consent thereto. You authorize the transfer of information relating to You to agents of Us or You for use in connection with the Services, or as required by law.

- (a) **No Extension of Credit.** Neither this Agreement nor the provision of any Service, nor the Documentation will be construed to obligate Us to create an overdraft, pay any amount in excess of Your collected and available funds to or on Your behalf unless We expressly agree to do so in writing.
- (b) **Recordings.** Either You or We may produce telephonic or electronic recordings or computer records, including e-mail and facsimile transmissions, as evidence in any proceedings brought in connection with the Services. You agree to Our telephonic or electronic recording which may be used for security and quality of service purposes.

HIPAA Addendum to Depository Services Exhibit

In order to facilitate the Lockbox Services between Us and You, We agree to comply with federal laws relating to the privacy and security provisions in the Health Information Technology for Economics and Clinical Health Act ("HITECH Act"), which extends the Health Insurance Portability and Accountability Act's ("HIPAA") privacy and security provisions to business associates. In this (hereinafter "Addendum"), the two parties to this Addendum are the Bank and the

Company.

Definitions: Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the privacy and security provisions in the HITECH Act and HIPAA.

- (a) Breach.** Unauthorized acquisition, access, use, or disclosure of Protected Health Information under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.
- (b) Unauthorized.** An impermissible use or disclosure of Protected Health Information under the HIPAA Privacy Rule.
- (c) Protected Health Information.** Individually identifiable health information that is transmitted or maintained in any form or medium, including electronic information. This definition does not include employment records held by the Company in its role as employer.
- (d) Compromises the security or privacy of the Protected Health Information.** Poses a significant risk of financial, reputational, or other harm to the individual.
- (e) Limited data set.** Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual: (1) names; (2) postal address information, other than town or city, State, and zip code; (3) telephone numbers; (4) fax numbers; (5) e-mail addresses; (6) social security numbers; (7) medical record numbers; (8) health plan beneficiary numbers; (9) account numbers; (10) certificate/license plate numbers; (11) vehicle identifiers and serial numbers; (12) device identifiers and serial numbers; (13) web URLs; (14) Internet Protocol (IP) address numbers; (15) biometric identifiers, including finger and voice prints; and (16) full face photographic images and any comparable images.
- (f) Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- (g) Secretary. "Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.

Terms. The Bank agrees to the following terms solely in relation to the Lockbox Services, unless otherwise required by federal law, state law, or regulation:

- (a)** Not to use or disclose Protected Health Information other than as permitted or required by the Addendum or as Required by Law.
- (b)** To use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (c)** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Company.
- (d)** To maintain a printable list that the Company can obtain at any time of whom obtained access to the limited data set.
- (e)** To provide written or emailed notice to the Company of a Breach within 60 days from the first day the Bank is aware of the Breach.
- (f)** To make internal practices, books, and records of the Company, that is solely related to this Agreement and Addendum, available to the Secretary for the purpose of determining the Company's compliance with HIPAA and the HITECH Act. Such information will be made available in a timely manner.
- (g)** To mitigate, to the extent practicable, any harmful effect that is known to the Bank of a use or disclosure of Protected Health Information by the Bank in violation of the requirements of this Addendum.
- (h)** To report the Company: (1) any use or disclosure of the Protected Health Information not provided for by this Addendum that it becomes aware of; and (2) any security incident of which it becomes aware of that is related to the lockbox agreement.
- (i)** To ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Bank on behalf of the Company agrees to the same terms that apply through this Addendum.
- (j)** To authorize termination of the contract by the Company at any time and for any reason by providing written notice at least 10 days prior to the effective termination date. The Bank agrees to return or destroy all Protected Health Information received from the Company, or created or received by the Bank on behalf of the Company within a period of 30 days following the termination date. This provision applies to Protected Health Information that is in the possession of subcontractors or agents of the Bank. The Bank shall retain no copies of the Protected Health Information.
 - In the event that the Bank determines that returning or destroying the Protected Health Information is infeasible, the Bank shall provide to the Company notification of the conditions that make return or destruction

infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, the Bank shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Bank maintains such Protected Health Information.

- (k) Construction and Interpretation.** Any ambiguity in this Addendum shall be resolved to permit the Company to comply with the HITECH Act and HIPAA. Where this Addendum is silent, the Depository Services Exhibit controls.
- (l) Modification.** The Bank agrees to take action as is necessary to amend this Addendum from time to time as is necessary for the Company to comply with the requirements of the HITECH Act and HIPAA.

Electronic Transaction Services Exhibit

1. Automated Clearing House Corporate Origination Services.

1.1 We have developed an Automated Clearing House Corporate Origination Service (the "Service") designed to facilitate the automated disbursement of funds to or collection of funds from accounts at Receiving Depository Financial Institutions ("RDFIs") designated by You.

1.2 You wish to initiate Entries by means of the Automated Clearing House ("ACH") Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the "NACHA Rules") and the rules, or provisions of the relevant ACH Operator (the "ACH Operator Rules," together with the NACHA Rules, the "Rules"), and We are willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. In the event of conflict between the NACHA Rules and any applicable ACH Operator Rules, the applicable ACH Operator Rules shall prevail. You must comply with the Electronic Funds Transfer Act and Regulation E as applicable for all Entries to a consumer's account. You have access to a copy of the ACH Rules, acknowledges receipt of a copy, or may purchase a copy if You so desire.

1.3 Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The terms "Entries" or "Entry" shall have the meaning provided in the Rules and shall also mean the data received from You hereunder from which We prepare Entries. Unless otherwise defined therein, capitalized terms in the attached Schedules shall have the same meanings as such capitalized terms have in this Agreement.

1.4 Service.

- (a)** We shall provide You with the Service, which operates as follows: upon instructions from You, We will disburse funds to designated accounts or collect funds from designated accounts, all accounts will be available in the online banking portal for ACH activity under the agreement. We will debit the Account(s) for the amount of funds disbursed through credit Entries and will credit the Account(s) for the amount of funds received from debit Entries. Funds may be debited by Us prior to the completion of the submission of the Entry to the ACH System ("Pre-funding"). Entries transmitted by You shall comply with the formatting requirements set forth herein and in the Rules. You shall not transmit or attempt to transmit any International ACH Transactions (IAT).
- (b)** We may establish transaction limits for ACH Services utilized by You. We shall have no obligation to process, transmit or execute any transaction which would cause such transaction limits to be exceeded. Daily Limits will be reviewed periodically by us. We may, in our sole discretion without providing prior notice to You, adjust Daily Limits from time to time. We may refuse to process any Entry that causes You to exceed such limits. We may at any time, in our sole discretion, require You to Pre-fund the Account(s). You agree that Your ability to originate Entries shall also be subject to any exposure limits set forth in the Rules.
- (c)** You shall transmit Entries to Us in compliance with the formatting and other requirements set forth herein and in the Rules, including but not limited to all security-related procedures. You acknowledge that all Entries are subject to the Rules and the provisions of Uniform Commercial Code Article 4A (UCC4A), as well as other applicable laws and regulations.
- (d)** As discussed in more detail in Section 1.5, Security Representations, Warranties and Procedures, You shall comply with all applicable laws, regulations, sanctions and executive orders when transmitting Entries to Us and shall not transmit any Entry that would violate any laws, regulations, sanctions or executive orders, nor shall You engage in any act that would cause Us to violate laws, regulations, sanctions or executive orders.
- (e)** You shall obtain any and all authorizations that may be necessary to permit Us to provide the Service to You. You will obtain appropriate authorizations

for Entries and shall retain such authorizations for a minimum of two (2) years from the date upon which this Agreement terminates. Upon request, We shall have the right to obtain a copy of any such authorization or to inspect the original document or to do both. You shall retain data on each Entry sufficient to permit remaking of Entries for one (1) year following the date of the transmittal of the Entry to Us and shall provide such data to Us upon request. Without limiting the generality of the foregoing, You specifically agree to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Your responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

1.5 Security Representations, Warranties and Procedures. You hereby represent and warrant the following:

- (a) You shall prevent and safeguard against unauthorized transmissions and unauthorized access to Your information, systems and equipment that interface with, connect to or allow access to Us, Our information, systems and equipment, including but not limited to instructions, codes, passwords, Tokens, one time use codes, and procedures ("Systems"). You shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Systems. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in the Rules. You shall strictly comply with any and all applicable security-related requirements of the Rules.
- (b) Without limiting the foregoing, You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take commercially reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Us in connection with the Security Procedures.
- (c) You shall notify Us immediately, followed by written confirmation, if You have reason to believe or suspect there has been any unauthorized access to Systems or unauthorized transmissions. The occurrence of unauthorized access will not affect any transmissions made in good faith by Us prior to receipt of such notification and within a reasonable time period to prevent unauthorized actions.

1.6 Compliance with the Security Procedures.

- (a) If an Entry (or a request for cancellation or amendment of an Entry ("request")) received by Us purports to have been transmitted or authorized by You, it will be deemed to be effective as Your Entry (or request) and You shall be obligated to pay Us the amount of such Entry even though the Entry (or request) was not authorized by You, provided We accept the Entry (or request) in good faith and acted in compliance with the Security Procedures with respect to such Entry (or request).
- (b) If an Entry (or request) received by Us was transmitted or authorized by You, You shall pay Us the amount of the Entry (or request), whether or not We complied with the Security Procedures with respect to that Entry (or request) and whether or not that Entry (or request) was erroneous in any respect or that error would have been detected if We had complied with the Security Procedures.
- (c) If signature comparison is to be used as a part of the Security Procedures, We shall be deemed to have complied with that part of the Security Procedures if it compares the signature accompanying a file of Entries (or requests) or other written documentation received with the signature of an Authorized Representative of You, as designated as such by You in the Corporate Resolution (an "Authorized Representative"), incorporated herein by reference, and, on the basis of such comparison, reasonably believes the signature accompanying such file to be that of such Authorized Representative. If telephone communication is to be used as part of the Security Procedures, communication must take place through an Authorized Representative identified by security questions.
- (d) All requests by You to amend or cancel Entries shall be made by an Authorized Representative and shall be made in accordance with any applicable Security Procedures. Requests to amend or delete Entries are also subject to Section 1.12, Cancellation or Amendment by You.
- (e) You shall conduct an annual audit to ensure that the information You obtain from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage and distribution.

1.7 Recording and Use of Communications. You and We agree that all telephone conversations and/or data transmissions between You and Us and/or the respective agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

1.8 Processing, Transmittal and Settlement by Us.

- (a) Except as provided in Section 1.9, On-Us Entries, and Section 1.10, Rejection of Entries, We shall: (i) process Entries received from You that conform with the file specifications and formatting standards set forth in the Rules; (ii) transmit such Entries as an ODFI to the ACH Operator; and (iii) settle for such Entries as provided in the Rules.
- (b) We shall transmit such Entries to the ACH Operator prior to the Effective Entry Date shown in such Entries, provided: (i) such Entries are received by Us prior to 4:00 PM Central Time on a Banking Day at least two Banking Days prior to the Effective Entry Date for Credit entries and one Banking Day prior to the effective date for Debit entries; (ii) the ACH Operator is open for business on such Banking Day on which the Entries are received by us; and (iii) all other requirements of this Agreement are satisfied. For purposes of this Agreement, a "Banking Day" is a day on which We are open to the public for carrying on substantially all of Our business, but does not include Saturdays, Sundays or federal holidays. Also for purposes of this Agreement, Entries shall be deemed received by Us, in the case of transmittal by electronic transmission, when the transmission is complete, compliance with any applicable Security Procedures is completed and You have received a confirmation number from us. In the case of transmittal by means other than electronic transmission, Entries shall be deemed received when the transmission is complete and all applicable Security Procedures are satisfactorily completed.
- (c) If any of the requirements of clause (i) or (ii) of Section 1.8(b) is not met, We shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator, provided that such deposit deadline is a Banking Day and a day on which the ACH Operator is open for business.
- (d) Notwithstanding the foregoing, We may from time to time temporarily suspend processing of an Entry for greater scrutiny to ensure compliance with this Agreement, the Rules and applicable laws, regulations, sanctions and executive orders. Such a suspension may result in delayed settlement and/or availability. We shall not be liable for any loss as a result of the temporary suspension of an Entry as provided herein.

1.9 On-Us Entries. Except as provided in Section 1.10, Rejection of Entries, in the case of an Entry received for credit or debit to an account maintained with Us (an "On-Us Entry"), We shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 1.5, Security Representations, Warranties and Procedures are met. If those requirements are not met, We shall use reasonable efforts to credit or debit the Receiver's account in the amount of each Entry no later than the next Banking Day following such Effective Entry Date. Such Entry will not be sent to the ACH Operator.

1.10 Rejection of Entries.

- (a) We may reject any Entry which does not comply with the requirements of Section 1.4, Service, Section 1.5, Security Representations, Warranties and Procedures or Section 1.6, Compliance with the Security Procedures, or which contains an Effective Entry Date more than ten (10) days after the Banking Day such Entry is received by us. We may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules.
- (b) We shall notify You by telephone, facsimile or electronic communication of any rejection no later than one (1) Banking Day after the Banking Day such Entry would otherwise have been transmitted by Us to the ACH Operator or, in the case of an On-Us entry, no later than one (1) Banking Day after its Effective Entry Date. Notices of rejection shall be effective when given. We shall have no liability to You by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
- (c) In the event that any Entries are rejected by the ACH Operator for any reason, it shall be the responsibility of You to remake such Entries. Should the file be rejected due to an error caused by Us, We shall be responsible for remaking the file. In such a case, You will supply sufficient information to allow Us to recreate the entries for up to five (5) business days after midnight of the Settlement Date.

1.11 Reversing Entries. You shall notify the Receiver that a reversing Entry has been transmitted to the Receiver's account no later than the Settlement Date of the reversing Entry. This notification may be made by telephone or email

communication.

1.12 Cancellation or Amendment by You.

- (a) You shall have no right to cancel or amend any Entry after its receipt by Us. However, if such request is made by an Authorized Representative and complies with any applicable Security Procedures, We shall use reasonable efforts to act on a request by You for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected.
- (b) You shall reimburse Us for any expenses, losses, or damages We may incur in effecting or attempting to affect Your request for the reversal of an Entry. You understand that We have no right to stop, cancel or recall any Entry after We have transmitted the Entry to its ACH Operator.

1.13 Notice of Returned Entries and Notifications Change.

- (a) We shall notify You by telephone, facsimile, electronic transmission or U.S. Mail of the receipt of a returned Entry from the ACH Operator no later than one Banking Day after the Banking Day of such receipt. We shall have no obligation to attempt a second collection on a returned Entry but may, at our option, retransmit a returned Entry, provided You have complied with applicable requirements herein with respect to the Entry. We shall credit to the Account all returned credit Entries and shall debit to the Account all returned debit Entries on the Banking Day We receive notice of the returned Entry or as soon as practicable thereafter.
- (b) We shall notify You of all Notifications of Change ("NOC(s)") or Corrected NOCs received by Us relating to Entries transmitted by You by telephone, facsimile, electronic transmission or U.S. Mail, within two (2) Banking Days of the Settlement Date of each NOC or Corrected NOC Entry. You shall ensure that changes requested by the NOC or Corrected NOC are made within three (3) business days of Your receipt of the NOC information from Us or prior to initiating another Entry to the Receiver's account, whichever is later.

1.14 Re-initiation of Entries. You may not re-initiate Entries except as prescribed by the Rules.

1.15 Your Payment for Entries; Payment by ODFI for Entries.

- (a) You shall pay Us the amount of each credit (including On-Us Entries) Entry transmitted by Us pursuant to this Agreement on the date of transmittal by Us of such credit Entry to the ACH Operator, or earlier, if applicable.
- (b) You shall promptly pay Us the amount of each debit Entry returned by an RDFI that was transmitted by Us pursuant to this Agreement.
- (c) We shall pay You the amount of each debit Entry (including On-Us Entries) transmitted by Us pursuant to this Agreement at such time on the date of transmittal by Us.
- (d) We shall promptly pay You the amount of each credit Entry returned by a RDFI pursuant to this Agreement.

1.16 Account Reconciliation and Periodic Statements.

- (a) Entries transmitted by Us or credited to a Receiver's account maintained with Us will be reflected on Your periodic statement issued by Us.
- (b) You shall promptly examine each periodic statement and will promptly notify Us of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify Us of any discrepancy within thirty (30) calendar days of receipt of a periodic statement containing such information, You agree that We shall not be liable for any losses resulting from Your failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If You fail to notify Us of any such discrepancy within thirty (30) calendar days of receipt of such periodic statement, You shall be precluded from asserting any claim against Us arising from such discrepancy.

1.17 Your Representations and Agreements and Indemnity.

- (a) With respect to each and every Entry initiated by You, You represent and warrant to Us and agree that:
 - i. Each person shown as the Receiver on an Entry received by Us from You has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry;
 - ii. Such authorization of an Entry by the Receiver is operative at the time of transmittal or crediting or debiting by Us, as provided herein;

- iii. Entries transmitted to Us by You are limited to those types of credit or debit Entries set forth in Section 1.4, Service;
- iv. You have used commercially reasonable procedures to verify that all information contained in an Entry, including, but not limited to, routing numbers, is accurate and valid;
- v. You shall perform Your obligations under this Agreement in accordance with all applicable rules, requirements, laws and regulations, including, but not limited to, the following: U.S. federal or state laws and regulations; foreign laws, regulations and/or directives; the sanctions laws, regulations and executive orders administered by the OFAC; laws, regulations and orders administered by FinCEN; and any state laws, regulations or orders applicable to ACH payments;
- vi. You shall not transmit any Entry that would fail to comply with any of the following: U.S. federal or state laws and regulations; foreign laws, regulations and/or directives; the sanctions laws, regulations and executive orders administered by the OFAC; laws, regulations and orders administered by FinCEN; and any state laws, regulations or orders applicable to ACH payments;
- vii. You shall not engage in any act, including transmitting any Entry that would cause Us to violate any of the following: U.S. federal or state laws and regulations; foreign laws, regulations and/or directives; the sanctions laws, regulations and executive orders administered by the OFAC; laws, regulations and orders administered by FinCEN; and any state laws, regulations or orders applicable to ACH payments; and
- viii. You shall be bound by and comply with the Rules as in effect from time to time, including, but not limited to, the NACHA Rules Article III – Obligations of Originators and the provisions making payment of an Entry by RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry.
- ix. We notify You and You acknowledge receipt of such notice, in accordance with the NACHA Rules, as follows:
- x. All Entries processed hereunder, other than On-Us Entries, shall be processed through the ACH System, i.e., through one or more ACH Operators. We, at all times, reserve the right to designate or terminate the Standard Entry Class Code We will process for You and We may establish from time to time such Credit Entry and/or Debit Entry limits as We in Our sole discretion deem advisable.
- xi. Credit given by an RDFI to a Receiver is provisional until the RDFI has received final Settlement through a Federal Reserve Bank or otherwise has received payment as provided by Section 4A 403(a) of Universal Commercial Code Article 4A (UCC4A). If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and You shall not be considered to have paid the Receiver the amount of the Entry.

1.18 Inconsistency of Name and Account Number. You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Us to the RDFI may be made by the RDFI (or by Us in the case of an On-Us Entry) on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount of the Entry to Us is not excused in such circumstances.

1.19 Notice of Error. If We receive notice of error pursuant to the Electronic Funds Transfer Act, Regulation E, or other law concerning an Entry processed or authorized to be processed to an account with Us, You agree that You will, within two (2) Business Days after written or oral notice from Us, provide Us with the authorization from client to debit or credit the client's account and, if applicable, provide proof of sending notice to the client of the varying amount, or other proof satisfactory to Us that the error alleged did not occur. If the referenced documents or proof are not delivered timely, or the documents or proof provided to Us do not provide a reasonable basis for determining that no error occurred, or if the error alleged did occur, We may charge You for the amount of the alleged error and for any penalty imposed upon Us.

1.20 Third-Party Service Provider.

- (a) Entries, cancellations and authorizations may be transmitted through any agent or third-party service provider ("Service Provider") with which You may contract and which is identified in and has agreed to Schedule A, incorporated herein by reference. We shall have the right of prior approval of a Service Provider to be selected by You, which approval shall not be unreasonably withheld. We shall have the right to require that You not use or change a Service Provider if We reasonably believe the Service Provider's activities could lead to unsafe and unsound practices for Us. You may modify Your election to use or not use or change a Service Provider upon thirty (30) calendar days' prior written notice to Us.

(b) You shall ensure that Your Service Provider is identified in and agrees to Schedule A. A Service Provider shall be the agent of You and shall be considered to be acting on behalf of You for purposes of this Agreement. Employment of a Service Provider does not affect any obligation or performance thereof which You have under this Agreement or the Rules. You shall be responsible for all acts and omissions of Your Service Provider to the same extent as it is responsible and liable for its own acts and omissions pursuant to this Agreement. You expressly authorize Us to rely on any and all Entries, requests to add, amend or cancel Entries and any other communications, notices and instructions from the Service Provider to the same extent as We shall rely on Entries, requests to add, amend or cancel Entries and any other communications, notices and instructions that come directly from You. You shall be bound by all actions of its Service Provider for purposes of this Agreement. You expressly authorize Your Service Provider to agree to Security Procedures and submit lists of Authorized Representatives on Your behalf.

(c) You are responsible for all costs and expenses of Your Service Provider, including, without limitation, all costs and expenses relating to all communications between Your Service Provider and Us.

1.21 Payment For Service. You shall pay Us the charges for the services provided in connection with this Agreement, as set forth in Services Fee Schedule, as may be amended from time to time by Us, incorporated herein by reference. All fees and services are subject to change. Such charges do not include, and You shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Us and You with respect to the Account (the/an "Account Agreement"). You authorize Us to debit the Account designated in the Enrollment Form for payment of fees in accordance with the applicable Account Agreement on a periodic basis.

1.22 Tapes and Records. You and We agree that all telephone conversations, e-mails, or data transmissions between You and Us and/or the respective agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. All magnetic tapes, Entries, security procedures, data, information and related records used by Us for transactions contemplated by this Agreement shall be and remain Our property. We may, in Our sole discretion, make available such information upon Your request. Any expenses incurred by Us in making such information available to You shall be paid by You.

1.23 Audit. We have the right to audit Your compliance with the Rules, U.S. laws and regulations, and Our policies.

1.24 Third Party Senders.

(a) Obligations of You as a Third-Party Sender under the Rules. In addition to any other duties, responsibilities, warranties, representations and liabilities under this Agreement, for each Entry transmitted by the You to the Us, except for any Entry initiated by You as an Originator, You represent and warrant to Us and agree You shall (a) perform all of the duties, including, but not limited to, the duty to identify Originators; (b) assume all of the responsibilities, including, but not limited to, the responsibilities of ODFIs and Originators; (c) make all of the warranties, including, but not limited to, the warranties of ODFIs and the warranty that Originators have agreed to assume the responsibilities of Originators under the Rules; (d) make all of the representations; and (e) assume all of the liabilities, including, but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator; of a Third-Party Sender in accordance with the Rules. You must conduct or have conducted an annual audit of its compliance with the Rules in accordance with Appendix Eight of the ACH Rules by December 31 each year.

(b) Identification of Originators. You will provide Us with any information We reasonably deem necessary to identify each Originator for which You transmit Entries. Such information will be provided to Us upon request by Us, within two banking days of the receipt of the request. You shall notify Us of any new Originators and obtain approval from Us prior to initiating Entries.

2. Wire transfer services. By using the Wire Transfer Service, You may transfer funds electronically from Your deposit accounts with Us to deposit accounts at other banks. These transfers may also include transfers to Your accounts with Us from accounts at other banks. These transfers may be made according to a specific request from You or according to Your standing instructions. You understand and agree that any wire funds transfer Request (hereinafter referred to as "Request") that We agree to accept, is initiated on behalf of You via the Internet through the use of the Company ID and Password.

2.1 Transaction Limits. We may establish transaction limits for Wire Transfer Services. We shall have no obligation to process, transmit or execute any Request which would cause such transaction limits to be exceeded. We may change the transaction limits at any time in Our discretion.

2.2 Wire Transfer System Rules. All wire transfers or cancellations of wire transfers made through FedWire or any other service of a Federal Reserve Bank are subject to Regulation J and the operating circulars of the Federal Reserve Bank. All wire transfer orders or cancellation of a wire transfer carried out through a funds transfer system other than FedWire is governed by all applicable rules of the funds transfer system, even if We are not a member.

2.3 Security Procedures. You agree to use the Wire Transfer Services in accordance with the applicable Security Procedures. The purpose of the Security Procedures is to verify the authenticity of Requests delivered to Us in Your name and not to detect errors in the transmission or content of Requests. You represent and warrant each time You use the Service that, in view of Your requirements, the Security Procedures are a commercially reasonable and satisfactory method of verifying the authenticity of Requests. You agree to be bound by Requests whether or not they were in fact authorized if We followed the agreed upon Security Procedures. All Requests are subject to Our acceptance. We reserve the right, but have no obligation, to contact You to verify wire information before the Request is processed. If We attempt to verify wire information by telephone and You are not available at Your designated call back number(s), the Request will not be processed. The Security Procedures may be amended from time to time by Us upon ten (10) days notification to You. You agree to keep the Security Procedures confidential and agree to not disclose them to any persons other than Your authorized representatives.

2.4 Communication of Instructions. You may communicate a Request to Us via the Internet, using the Security Procedure provided to You. In addition, You may communicate a Request to Us by such alternate means and manner as We mutually agree. You must supply Us with any information We reasonably require concerning any Request You initiate, including without limitation, amount of the transfer, affected accounts, date, beneficiary's name and account number, name and routing number of the beneficiary's financial institution, and signature. We have no obligations to accept any Request generated without the Security Procedure.

2.5 Execution of Instructions. We will use Our best efforts to execute each properly authorized wire transfer Request on the day of receipt if: (1) We receive the Request and are able to authenticate it before Our cutoff time; (2) the Request complies with Your written instructions and restrictions to Us; and (3) the day of receipt is a Business Day for Us and the transmission facility selected. We may change Our cutoff time without prior notice to You. We will send You a confirmation of the Request. You may select the type of advice You wish to receive and may waive Your right to receive advices.

2.6 Rejection of Requests. We may reject any Request which does not comply with the requirements of this Agreement or which We have been unable to verify through use of the Security Procedures, or which contains inconsistent, ambiguous or missing information. We have no obligation to process draw Requests received against Your account(s) unless You confirm the Request. Notice of rejection is given to You by telephone, electronically, by facsimile or by mail and will be effective when given. We will not incur liability to You for any loss occasioned by Our refusal to honor any Request.

2.7 Transfer Request Exceeds Account Balances. If there are insufficient collected and available funds in Your account(s) to cover Your Request, We may, in Our discretion, choose to complete wire transfers initiated by You, and You must immediately repay Us the amount of any overdraft created plus any overdraft charges without notice or demand to You. If Your records and Ours disagree regarding the account balance, Our records will prevail for purpose of Our processing the Request.

2.8 Cancellation or Amendment of Requests. We have no obligation to cancel or amend wire transfer Requests after We receive them or to cancel or amend any particular wire transfer requested by a standing instruction which is in effect unless it is received by Us in a time or manner that gives Us reasonable opportunity to act on it. You agree that verification of the authenticity of the cancellation or amendment using the Security Procedures at least 2 hours prior to execution of the Request shall be reasonable opportunity. You agree to hold Us harmless and to indemnify Us in connection with Your request to amend or cancel to the same extent as We indemnify other parties under UCC 4A. Your obligations under this provision will survive termination of these Wire Transfer Services.

2.9 Inconsistency of Name and Number. A beneficiary's bank can make payment to a beneficiary based solely on the account or other identifying number, even if the name in the Request differs from the name on the account. We or an intermediary bank may send a Request to an intermediary bank or the beneficiary's bank based solely on the bank identifying number You provide, even if the number is incorrect and identifies a different bank and/or beneficiary. This may result in the funds being credited and taken by an unintended party, resulting in the loss of funds. You will be liable for this loss.

2.10 International Wire Transfers. Wire transfers to a foreign country are executed through a correspondent bank. Any fee, commission or charges exposed by the correspondent are passed on to You. Payment into a foreign country is subject to the laws of that country. We assume no liability for delays, non-delivery or other events resulting from causes beyond Our control. If for any reason the transfer is returned, You agree to accept the refund in United States Dollars in the amount of the foreign money credit, based on the current buying rate of the bank converting the currency to United States Dollars on the date of the refund, less any charges and expenses incurred by Us and Our commission for making the exchange.

2.11 Notice of Account Statement Discrepancies. Information concerning wire transfers will be reflected on Your account statements and online. You must notify Us promptly in writing within fourteen (14) days after the information is available to You which indicates a discrepancy between Your records and Ours. If You fail to give the required notice, We will not be liable for any loss or cost relating to an erroneous or unauthorized wire transfer to or from Your account, or because of any other discrepancy in the notice or account statement. You agree that such fourteen (14) day period shall be deemed to be a reasonable time for notifying Us for purposes of this Agreement and complying with K.S.A. 84-4a-204 and 304.

2.12 Incoming Wires. We apply incoming wires to accounts based solely on the account or other identifying number We receive with the wire. Any inbound wire transfer that We receive after the cutoff time We establish from time to time will be deposited to the account designated in the wire on the next Business Day. We may send advice of incoming wires at our sole discretion.

2.13 Service Charges and Fees. Upon receipt of a Request, You authorize Us to assess their designated account(s) in the amount of the Request, plus any fees, service charges, or other expenses incurred by Us to make or revoke any transfer or related act requested by You.

Schedule A | NBKC ACH Agreement | Security Procedure Agreement

1.1 Financial Institution provides the following security procedures ("Security Procedures") to Company for the purpose of verifying the authenticity of the source of Entries and requests to retrieve, amend and/or cancel Entries, as well as verifying the authenticity of other communications and instructions, if applicable (collectively referred to as "Request(s)/Communication(s)"). The Security Procedures are not to be used to detect an error in the transmission or the content of an Entry or Request/Communication. Prior to selecting any Security Procedure, Company should consider the degree to which the various options satisfy Company's business needs given the size, type and frequency of transmitting Entries and Requests/Communications to Financial Institution. When transmitting Entries or Requests/Communications, Company MUST utilize the Primary Security Procedure (or a Primary Security procedure if more than one is offered). Company may ONLY utilize the Back Up Security Procedure in limited circumstances when it is not possible to utilize the Primary Security Procedure(s) and ONLY with express permission by Financial Institution.

1.2 Primary Security Procedure(s). The Primary Security Procedure(s) shall be used by Company to transmit Entries or Requests/Communications to or receive Entries from Financial Institution. Financial Institution may offer more than one Primary Security Procedure. The Primary Security Procedure(s) consist of an encrypted communication connection between Company and Financial Institution and the use of access controls (e.g., confidential passwords and identification codes). Company is responsible for ascertaining that its hardware and software systems comply with the specifications of the Agreement and of the Rules. The Primary Security Procedure(s) require Company to implement physical security, logical security and procedures to protect the Systems from unauthorized use and access.

1.3 Back Up Security Procedure.

(a) The Back Up Security Procedure shall not be used by Company when the Primary Security Procedure(s) is not available and only after Company has

received express permission from Financial Institution to utilize the Back Up Security Procedure. If the conditions in the preceding sentence have been met, the Back UP Security Procedure may be used by Company when it transmits Entries or Requests/Communications to Financial Institution by means of an electronic transmission that does not include both encryption and access controls or by other means, such as telephone, facsimile, magnetic tape or diskette.¹

¹ For example, the Back Up Security Procedure may be used when a Company that normally transmits Entries or Requests under the Primary Security Procedure is unable to do so because of equipment or communications failure or other circumstances and must utilize an alternate means of transmitting Entries or Requests/Communications. In this case, Company must obtain Financial Institution's express permission prior to utilizing the Back Up Security Procedure.

(b) The Back Up Security Procedure requires Company to provide certain control information (e.g., File ID, debit and credit dollar amounts and Entry count) to Financial Institution following the transmitting of an Entry or Request/Communication. Financial Institution compares such control information against the Entries or Requests/Communications it receives. Financial Institution verifies the control information by placing a call to an Authorized Representative at the phone number listed for such Authorized Representative on the Enrollment Form. The Back Up Security Procedure requires Company to implement physical security, logical security (as applicable) and procedures to protect the Systems from unauthorized use and access.

1.4 Company is responsible for complying with and implementing the security requirements set forth in the Agreement and the Rules, as well as any subsequent modifications regardless of whether Company uses the Primary Security Procedure(s) or the Back Up Security Procedure.

1.5 If Company uses an encrypted communications line with access controls for the transmitting of Entries or Requests/Communications to Financial Institution, Company shall comply with the Primary Security Procedure(s) of Financial Institution, as generally described above, as such procedure(s) may be modified from time to time by Financial Institution. If Financial Institution offers more than one Primary Security Procedure, when Company uses one of the Primary Security Procedures, it rejects the other Primary Security Procedure(s) offered to it. Company also agrees that the Primary Security Procedure that it chooses will be used if it receives Entries by means of an encrypted electronic communications line with access controls. The chosen Primary Security Procedure will be used for the purpose of verifying that Company received Entries from the Financial Institution. Company understands that it must use one of the Security Procedures described generally above when transmitting Entries or Requests/Communications. Company further understands that it must use the Primary Security Procedure when transmitting Entries or Requests/Communications, unless it obtains Financial Institution's express permission to utilize the Back Up Security Procedure.

1.6 If Company uses a method other than an encrypted communications line with access controls for transmitting Entries or Requests/Communications, Company rejects the Primary Security Procedure(s) and chooses the Back Up Security Procedure generally described above, as such Security Procedure may be modified from time to time by Financial Institution. The Back Up Security Procedure will be used for the purpose of verifying that Company transmitted such Entries or Requests/Communications to Financial Institution or Company received Entries from Financial Institution. The Back Up Security Procedure may only be used after Company has obtained Financial Institution's express permission to use the Back Up Security Procedure.

1.7 Company understands that the Primary Security Procedure(s) and Back Up Security Procedure may be deemed commercially reasonable pursuant to Uniform Commercial Code Section 4A-202(c).

1.8 When Company uses Primary or Back Up Security Procedures, it agrees to be bound by any transmitted Entry or Request/Communication, whether or not authorized, transmitted in its name and accepted by Financial Institution in compliance with such procedure.

1.9 Company understands and agrees that Primary and Back Up Security Procedures will not be used to detect any error in transmission or content of Entries or Requests/Communications.

1.10 Company understands and agrees that the Security Procedures established by this Agreement may be changed only by written agreement and may not be changed by an oral agreement or by a course of dealing or custom.

1.11 All capitalized terms in this Schedule A not otherwise defined in this Schedule A shall have the meanings set forth in the Agreement.

Balance Control Services Exhibit

1.1 Balance Transfers. By using Our Balance Transfer Service, You may transfer funds among Your accounts by accessing the accounts online. You may also review scheduled transfers online. Transfers which You request after the cutoff times We establish from time to time will occur on the next Business Day.

1.2 Zero Balance Account. We shall establish one or more demand deposit accounts as Your Zero Balance Account(s), and a separate demand deposit account as Your Master Account. At the close of each banking day, We shall create a zero balance in each Zero Balance Account by depositing funds from or transferring funds to the Master Account. You agree to maintain in the Master Account and Zero Balance Accounts at all times and in collected, immediately available funds, an aggregate amount sufficient to pay all charges to and checks or other items presented against each Zero Balance Account and Master Account. You authorize and direct Us, at any time and without prior notice to You, to transfer to each Zero Balance Account from the Master Account, or other deposit accounts of You, funds in the amount sufficient to pay any checks, items or charges presented against or payable from each Zero Balance Account. Upon prior written agreement with Us, You may add, remove, or change the designation of an account as a Zero Balance Account or We may affect any such changes without prior notice to You. All deposit slips and all check slips drawn on Zero Balance Accounts must be in a format approved by Us. You will provide a sample of checks or deposit slips to Us from each check printing for the purpose of testing MICR quality and Our approval. If at any time the Master Account, after deducting any amounts payable from or chargeable to the Master Account, fails to contain collected, immediately available funds in the amount required to pay the total aggregate amount of checks, items and charges payable against or chargeable to the Master Account and each Zero Balance Account, You shall be liable for Our demand deposit checking account "insufficient funds" charges as is in effect from time to time and We may, in Our sole discretion, (i) pay in any order any one or all of such checks, items, or charges and charge the amount of any such payment to the applicable account thereby causing an overdraft to be created in such account subject to Our overdraft policies and charges; and/or (ii) dishonor in any order any one or all of such checks or items and return the same to the presenter thereof, in which case the policies, charges, and rules provided for in Our deposit agreement shall apply, including provisions relating to insufficient funds and return policies or charges.

1.3 Loan Sweep. As used below, Our "records" refers to the records that We maintain with respect to Your sweep arrangement. Your "loan" refers to Your selected line of credit and/or other loan products associated with Your sweep arrangement (as contained in Our records). Until We receive and have a reasonable opportunity to act on any written instructions to the contrary, You authorize Us to take the following actions on Your behalf. After the close of each banking day, We will determine whether the collected balance in Your designated account is above or below Your "target balance" (as contained in Our records). Any excess over the target balance will be applied to payment of Your loan (up to Your current loan balance). If Your account does not contain at least the target balance, We will initiate an advance from Your loan in an amount (up to Your available credit) sufficient to restore Your account balance to the target balance. After Your loan matures, We may continue to initiate these advances, although We are not required to do so. If Your loan has matured. All advances shall be repayable on demand or on such other terms as We specify (such as the loan terms in place prior to maturity or the terms of Your loan as subsequently renewed, if applicable). The terms in this Exhibit are in addition to and not in lieu of the terms and conditions in effect for Your loan (which may affect or restrict, among other things, payments to and advances from Your loan notwithstanding these terms). In the event of conflict between this Agreement and Your loan terms, Your loan terms shall control. You remain fully responsible for compliance with Your loan terms and repayment of Your loan, even if these sweep arrangements do not function as described herein or elsewhere.

1.3.1 The Federal Depository Insurance Corporation (FDIC) requires banks to disclose information to You on how Your funds would be treated if a bank failure would occur. Funds that have been swept out of the designated account will be used to reduce the loan balance; funds remaining in the designated account are insured deposits up to the FDIC limitation in the event of bank failure. Until completion of the sweep, funds swept out of Your account to pay down Your loan will be deposits within the meaning of 12 U.S.C. 1813(1), but upon completion of the sweep, they will no longer be deposits but rather these funds will be used to reduce Your loan balance.

Business Account Solutions Fee Schedule

as of 03.01.2018 -- Subject to change.

<i>account:</i>	<i>account add-ons:</i>	<i>sweep solutions:</i>	<i>per item fees:</i>
business account \$0/m or \$0/y	ACH credits and debit \$ 15/m or \$ 150/y	zero balance \$ 5/m or \$ 50/y	domestic wires send only \$ 5/item
	desktop deposit \$ 15/m or \$ 150/y	insured \$ 15/m or \$ 150/y	international wires send & receive \$ 45/item
	business fraud tools \$ 5/m or \$ 50/y	repurchase \$ 35/m or \$ 350/y	
	extended archive \$ 15/m or \$ 150/y	loan \$ 75/m or \$ 750/y	