

Treasury Management

Terms & Conditions



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I. INTRODUCTION

Thank you for choosing Washington Federal Bank for treasury management services. We appreciate the opportunity to serve your business needs through an array of treasury services described in these Treasury Management Terms and Conditions (this "**Agreement**"). We offer many of our treasury management services through WaFd Treasury Prime, our commercial online and mobile banking portal ("**Treasury Prime**"). Treasury Prime enables you to efficiently manage your cash and banking activities through a single access point. We also offer certain online and mobile banking services to our small business customers through WaFd Treasury Express, our small business online and mobile banking portal ("**Treasury Express**").

This Agreement sets out the terms and conditions for your use of WaFd Bank's treasury management services described in this Agreement (the "**Treasury Services**"). Please read this Agreement carefully. Your use of the Treasury Services is subject to the "General Terms" Section of this Agreement, and the Sections of this Agreement that contain the specific terms and conditions that relate to the Treasury Services we provide you. If you would like an additional Treasury Service, it will be covered by the terms and conditions of this Agreement once we have approved your use of the Treasury Service. Your use of Treasury Services through Treasury Prime and Treasury Express is also subject to any instructions provided on our Website when using Treasury Prime or Treasury Express. Whenever you use any of the Treasury Services, you agree to be bound by this Agreement, as amended from time to time, and to follow any instructions or procedures we provide you.

In this Agreement, the words "**we,**" "**us,**" "**our,**" and the "**Bank**" mean Washington Federal Bank and the words "**you**" and "**your**" mean each Owner of an Eligible Account. Your use of the Treasury Services is also governed by our Business Deposit Account Agreement and Disclosures, the Business Fee Schedule, the Rate Sheet, our Website Terms of Use, and any related Loan Account agreement (collectively, the "**Account Agreement**").

II. ONLINE AND MOBILE BANKING

II.A. Enrolling in Treasury Prime and Treasury Express Online and Mobile Banking

When you enroll in Treasury Prime or Treasury Express, we will provide a company identification number, unique user identification number and a temporary online password to the Online Administrator. Additional users will select a user ID and will be assigned a temporary online password. We reserve the right to change any aspect of the user identification and password system (*i.e.*, the security system) associated with Treasury Prime and/or Treasury Express at any time without prior notice.

II.B. Security and User Responsibility for Online and Mobile Banking

Passwords.

User Passwords can be changed within Treasury Prime and Treasury Express. User Passwords must meet the standards we establish from time to time. These standards will be available for your reference whenever you create or change a User Password. We may require you to change or update a User Password at any time. For security, Treasury Prime and Treasury Express will not allow access if anyone attempts to use a wrong password three (3) times or more consecutively. As part of our Security Procedures, we may also use additional log-in security from time to time that incorporates multiple factors to authenticate you and your users.

User Responsibility for Treasury Prime and Treasury Express.

You should never provide any User Password or related user identification information to a third party. If you do



so, you are authorizing that party to conduct transactions on your Eligible Accounts. Therefore, you are responsible for any transactions, including transfers from or between your Eligible Accounts, resulting from your furnishing your User Password(s) or related user identification information to a third party. We will not be liable and will not reimburse you for any losses that may occur as a result of this authorized use of your User Password(s) and related user identification information.

We will have no liability to you for any unauthorized payment or transfer made using your User Passwords that occurs before you have notified us of possible unauthorized use, and we have had a reasonable opportunity and period of time to act on that notice. We may suspend or cancel your access even without receiving such notice from you if we suspect a User Password is being used in an unauthorized or fraudulent manner. You recognize that anyone possessing a User Password can access your Eligible Accounts and initiate transactions on those accounts. You agree that you are responsible for maintaining the confidentiality and security of all User Passwords and related user identification information, and for implementing the necessary internal controls, balancing and reconciliation functions, and audit procedures to protect the Treasury Services and all your Eligible Accounts from theft, misuse, or otherwise unauthorized activity.

Cookies.

You agree that we may place session cookies and other identifiers on the computers and other devices you use to access the Treasury Services. Session cookies help us confirm your identity and help us keep your transactions secure when you do online banking. We also use cookies for various purposes such as maintaining continuity during an online session and optimizing the performance of our Website.

Security Procedures.

We offer a variety of Security Procedures to help reduce the risk of unauthorized payment orders or other communications through the Treasury Services. For instance, these security procedures may include (without limitation) the designation of your Online Administrator, User Passwords, user IDs, biometrics (*e.g.*, Touch ID, Face ID, etc.), one-time passcodes (*e.g.*, multi-factor authentication, out-of-band authentication, etc.), Dual Control, and Treasury Prime Plus, among others (each, a “**Security Procedure**”). You agree to comply with any and all Security Procedures that we establish from time to time in connection with the Treasury Services.

You agree that the each of our Security Procedures constitutes a commercially reasonable security procedure for you (and that each Security Procedure is a commercially reasonable method of providing security against unauthorized payment orders or other communications). You agree to be bound by all payment orders, requests (including any request to cancel or amend a payment order), instructions, or other communications initiated through the Treasury Services that we accept in good faith and in compliance with the Security Procedures, regardless of whether you actually authorized the payment order or other communication. The Security Procedures have been established to verify that a payment order or other communication is yours, and they are not designed for detecting errors in the transmission or content of the payment order or communication. If any payment order or other communication initiated through the Treasury Services accepted by us in compliance with the Security Procedures contains any error, to the fullest extent allowed by Applicable Law you shall be liable for, and shall indemnify us against any claims, losses and expenses we may incur that arise from or relate to the error. Our records demonstrating compliance with the Security Procedures will be deemed conclusive proof that any payment order or other communication received by us was authorized by you.

If at any time you elect not to use one of our Security Procedures (*e.g.*, if you elect to waive Dual Control, etc.), you acknowledge and agree that you have carefully considered the Security Procedure and, despite the understanding that it would be a commercially reasonable method of providing security against unauthorized payment orders or other communications, that you have elected not to use it. In that case, you assume all risks associated with initiating payment orders or other communications through the Treasury Services without the use of the Security Procedure, and you agree that we will not be responsible or liable for any reason in the event



you experience a loss in connection with an unauthorized payment order or other communication that could have been prevented or mitigated with the use of the Security Procedure. You further acknowledge and agree that, in the event you request us to accept any request for Treasury Services using any security procedures other than the Security Procedures set forth in this Agreement (which we may accept or refuse in our sole discretion), you will be deemed to have chosen other security procedures after we offered and you refused security procedures that were commercially reasonable for you, and you agree to be bound by any payment order or other communication, whether or not authorized, issued in your name in accordance with such other security procedures.

Dual Control Security Procedure.

As part of the Treasury Services, we offer a dual control Security Procedure that requires different individuals to initiate and approve a payment order or other communication (*e.g.*, one individual to initiate a payment order, and one or more different individuals to approve it) ("**Dual Control**"). You agree to use Dual Control when initiating and approving payment orders (*e.g.*, wire transfers, ACH Entries, etc.) as well as when establishing new users. As part of Dual Control, you shall have one user initiate a payment order or other communication and one (or more) separate user(s) verify and approve the payment order or other communication prior to funds movement or new user access. Although Dual Control is a helpful tool, neither it nor any other security tool, can guarantee security (*e.g.*, if two (2) sets of user ID's and User Passwords are compromised, if a user is created with the authority to both initiate and approve payment orders, if fraudulent users are established, etc.).

Oversight of Users.

The following practices are your sole responsibility, and you agree to perform them to ensure the integrity of user access and controls:

- You must designate and establish an Online Administrator. Your Online Administrator will have the authority to establish individual user ID's and User Passwords for use to access the Treasury Services on your behalf. Your Online Administrator may also perform other administrative tasks in connection with your use of the Treasury Services, including adding and deleting users, supervising the security of your systems, and setting up and modifying communication settings. Your Online Administrator will have the authority to designate different levels of access for users.
- You must establish separate user IDs and User Passwords for each user and develop and adhere to internal procedures to prevent the disclosure of any User Password(s) to third parties. The Bank will never contact you requesting passwords; if you receive such a request, you must notify the Bank immediately.
- Your Online Administrator shall perform periodic reviews of all users. You must allow only your Online Administrator and other users access to the Treasury Services.
- Each user's access shall be limited to align with their role within your company.
- Your Online Administrator must keep your list of users current and immediately make appropriate changes regarding maintenance or disabling of user access (*e.g.*, by immediately disabling those that are no longer authorized to access the Treasury Services on your behalf).
- You must monitor transactions and promptly reconcile accounts for transactions that post to your accounts to assure only authorized transactions are occurring (and immediately report to the Bank any discrepancies in accordance with the terms of this Agreement and the Account Agreement).
- Thoroughly review and check the backgrounds of all users to ensure user integrity.
- Take all necessary or appropriate steps to maintain the security and confidentiality of the Security Procedures (*e.g.*, all User Passwords, user IDs, Dual Control, etc.), any devices used to access the Treasury Services, and all instructions or other communications in connection with the Treasury Services.



Face ID®.

Face ID is an optional sign-in method for Treasury Prime or Treasury Express that is available for most Apple® devices. Each user will need to set up Face ID by going to "Settings > Face ID." Face IDs are stored on the user's device only and we do not see or store the Face ID information. By enabling Face ID, the user will allow anyone who has a Face ID stored on the device access to your account information within Treasury Prime or Treasury Express. We reserve the right to suspend or disable this feature at any time. Face ID can only be associated with one user ID at a time on a device. If a device doesn't recognize a user's Face ID, the user can sign in using their User Password. To use Face ID on multiple devices, the user will need to set it up for each device. Each user can enable or disable Face ID anytime. Apple and Face ID are trademarks of Apple Inc. available on compatible iOS devices. For more help with Face ID, contact Apple support at <https://support.apple.com/>.

Touch ID®.

Touch ID is an optional fingerprint sign-in method for Treasury Prime or Treasury Express that is available for most Apple® devices that have a fingerprint scanner. To use Touch ID, each user will need to save their fingerprint by going to "Settings > Touch ID & Passcode." Fingerprints are stored on the user's device only and we do not see or store the fingerprint information. By enabling Touch ID, the user will allow anyone who has a fingerprint stored on the device access to your account information within Treasury Prime or Treasury Express. We reserve the right to suspend or disable this feature at any time. Touch ID can only be associated with one user ID at a time on a device. If a device doesn't recognize a user's fingerprint, the user can sign in using their User Password. To use Touch ID on multiple devices, the user will need to set it up for each device. Each user can enable or disable Touch ID anytime. Apple and Touch ID are trademarks of Apple Inc. available on compatible iOS devices. For more help with Touch ID, contact Apple support at <https://support.apple.com/>.

Fingerprint Login.

Fingerprint Login is an optional fingerprint sign-in method for Treasury Prime or Treasury Express that may be available for certain Apple® (via Touch ID) and Android® mobile devices that have a fingerprint scanner. To use Fingerprint Login, each user will need to save his or her fingerprint on their device. Fingerprints are stored on a user's device only and we do not see or store the fingerprint information. By enabling Fingerprint Login, the user will allow anyone who has a fingerprint stored on the device access to your account information within Treasury Prime or Treasury Express. We reserve the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one user ID at a time on a device. If a device doesn't recognize the user's fingerprint, the user can sign in using their User Password. To use Fingerprint Login on multiple devices, the user will need to set it up for each device. Each user can enable or disable Fingerprint Login anytime. Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

Notification to the Bank.

You agree to immediately notify us of any of the following:

- You believe that any User Password or other user identification information may have been lost or stolen, or subject to unauthorized use; any device used to access the Treasury Services has been lost, stolen or compromised; or someone has viewed, downloaded, or deleted electronic records from your account or the Treasury Services without your permission.
- You suspect any fraudulent activity on your accounts.
- An individual with knowledge of any Security Procedure(s) is reassigned or leaves your employ or is no longer authorized to act in regard to the Treasury Services.

You will notify us by:

- Calling (877) 423-9742;



- Sending a secure message through Treasury Prime or Treasury Express;
- Writing to us at WaFd Bank, Attn: Commercial Account Service Center, 5777 N Meeker Ave, Boise, ID 83713; or
- Visiting your local branch.

Please also refer to the Account Agreement for additional information regarding your obligation to notify us and your liability for unauthorized transactions on your account(s).

II.C. Access Requirements

In order to use Treasury Prime or Treasury Express, you will need a personal computer (PC), Mobile Device, or other Internet-enabled device or system (each, a "**Device**"), and any software and required equipment that can support the list of approved web browsers. The Website is best viewed using the most current version of Internet Explorer, Safari, Chrome, or Firefox. If you choose to use another browser to access the Website, we assume no responsibility for the resulting layout or content. You will also need a functioning email address. You are responsible for the installation, maintenance and operation of your Devices and all related costs. You are responsible for installing and maintaining appropriate virus protection on your Devices. We are not responsible for any errors or failures caused by any malfunction of your Devices, or your use of Treasury Prime or Treasury Express. We are not responsible for any viruses, spyware, malware, worms or related problems that may be associated with your Devices. We are also not responsible for any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software. You are also responsible for all telephone, mobile remote access and other similar charges incurred in connecting to Treasury Prime or Treasury Express and for charges by any Internet service providing connection to the Internet.

II.D. Conditions and Limitations of Treasury Prime and Treasury Express Services

Internal Transfers.

Funds can be transferred the same day or on a future date between your Eligible Accounts. Future-dated and recurring transfers are processed each calendar day at 7 AM Pacific Time. Same day transfers between Eligible Accounts are processed when received. If the transfer request is submitted prior to 8:30 PM Pacific Time, it will be dated the same day as the request. Transfer requests submitted after 8:30 PM Pacific Time will be dated the next Business Day (or other day that we process transfer requests).

Additional Accounts.

To request additional Eligible Accounts in Treasury Prime or Treasury Express you must establish valid ownership and access of the account and request the addition of that account to your online profile through the Commercial Account Service Center at (877) 423-9742 or (206) 626-8108.

Secure Messaging.

Normal Internet email transmissions may not be secure. Treasury Prime and Treasury Express provide secure messaging (the "**Secure Messaging Inbox**") for you to ask questions about your Eligible Accounts or give comments on Treasury Prime and Treasury Express. The Secure Messaging Inbox provides the ability to securely communicate sensitive or confidential information, and it is accessible after you sign on with your User Password to a secure session of Treasury Prime or Treasury Express. To ensure the security of your account information, we recommend that you use only the Secure Messaging Inbox when asking specific questions about your accounts or when sharing sensitive or confidential account information about your WaFd Bank accounts. You may not use



email to initiate transactions on your accounts. For transactions, please use the appropriate functions within Treasury Prime or Treasury Express, call our Treasury Servicing team at (877) 423-9742 or (206) 626- 8108, or visit your local branch.

II.E. Electronic Statements (eStatements) and Notices

You will receive electronic account statements for your Eligible Accounts (“eStatements”) and electronic disclosures, agreements, documentation, and other communications (“Notices”) from us for the Eligible Accounts. We will not mail account statements to your address of record unless you request that we mail a paper copy. You agree to be bound by any and all Applicable Law applicable to eStatements and/or Notices now existing or which may hereafter be enacted, issued or enforced.

We will send you a notification by email when your eStatement or a Notice is available for review with instructions on how to access the document. This is the only notification you will receive of the availability of your eStatement or Notice. We will archive eStatements and Notices for your Eligible Accounts for a rolling eighteen (18) months.

You must promptly review your eStatements and Notices and any accompanying items and notify us immediately of any error, unauthorized transaction, or any other irregularity. The Account Agreement details all timelines for reporting errors on your account statement.

At any time, you may request a paper copy of your account statement. Paper copies may be acquired by contacting us: by phone at (877) 423-9742 or (206) 626-8108, by email to casc@wafd.com, by U.S. mail at WaFd Bank, Attn: Treasury Servicing, 5777 N. Meeker Ave., Boise, ID 83713, through the Secure Messaging Inbox, or by visiting your local branch. Fees may apply. Please refer to the Business Fee Schedule for a description of these fees.

II.F Third Party Services

Third Party Services.

Through our Website we offer access to the following services provided by third parties. These services are conducted on the websites of these third parties and we are not responsible for the services offered on these sites. These other sites may have their own terms and conditions and their own privacy policies and may send their own cookies to users, collect data, and solicit personal information. These services include:

- CheckFree® Small Business
- Intuit Direct Connect™
- Federal Taxes
- Harland Clarke
- Zelle®

III. TREASURY PRIME SERVICES

III.A. Available Treasury Prime Services



Treasury Prime allows you to perform the following actions:

- Perform online administration of your Treasury Prime accounts and services.
- Review a summary of your Eligible Accounts and account activity, check images, wire transfers, and ACH entries for a period of eighteen (18) months.
- Advance funds from Eligible Loan Accounts to Eligible Deposit Accounts.
- Transfer funds between Eligible Accounts (one-time and recurring).
- Submit payments to Eligible Loan Accounts.
- Change User Passwords.
- Stop payment on checks that have not been paid.
- View eighteen (18) months of eStatements (and other Notices).
- Send and receive secure electronic messaging (*i.e.*, through the Secure Messaging Inbox).
- Initiate outgoing domestic and international (USD and Foreign Currency) wire transfers (eWire).
- Initiate payment transactions through the ACH Network (eACH).
- Upload information about issued checks and review checks presented for payment (Positive Pay).
- Define ACH Filters (ACH Positive Pay).
- Transmit files to us via Secure File Transfer (SFT).
- Deposit checks with a Mobile Device using the Treasury Prime mobile app.
- Deliver combined remittance information electronically for processing (Consolidated Payables).
- Deliver Check Print Files for checks to be printed and mailed by our vendor (Check Print).
- Pay invoices electronically (CheckFree®).

We may periodically make available new services or products through Treasury Prime. You agree that if you use or acquire any such services or products after they become available, you will be legally bound by all additional terms, as well as by this Agreement.

III.B Treasury Prime Plus

You may choose to use “**Treasury Prime Plus**” to access Treasury Prime. Treasury Prime Plus is a restricted-use web browser available for download within Treasury Prime that provides users additional security. Treasury Prime Plus verifies user and device identity through multi-factor authentication, includes encrypted keyboard software, limits websites that may be accessed, validates the websites it accesses through mutual authentication, and encrypts data that is exchanged through Treasury Prime Plus.



III.C. Electronic ACH Transactions (eACH)

Definitions.

For purposes of our eACH Service offered through Treasury Prime, the following additional definitions apply:

- **"ACH Operator"** means a financial institution or other company selected by the Bank in its sole discretion that accepts ACH files from ODFIs, sorts and distributes ACH files to RDFIs, and effects settlement between the financial institutions that are parties to a ACH transaction.
- **"Credit Entry"** means an Entry originated by you to transfer funds to the account of a Designated Account Holder.
- **"Debit Entry"** means an Entry originated by you to transfer funds from the account of a Designated Account Holder.
- **"Designated Account Holder"** means the person or entity whose account you request to initiate funds transfers into or out of in connection with the eACH Service.
- **"Designated Account Holder's Account"** means the account specified in the ACH authorization form executed by the Designated Account Holder.
- **"eACH Service"** means the ACH Service offered through Treasury Prime.
- **"Effective Entry Date"** means the date on which settlement of an Entry is scheduled to occur.
- **"Entry"** or **"Entries"** shall have the meaning provided in the NACHA Rules and shall also mean (i) the data received from you under this Agreement from which we prepare Entries, and (ii) for purposes of the Sections entitled "Cancellation and Amendment of Entries; Reversals," "Dual Control," and "Exceeding Exposure Limits," any request from you for reversal of an Entry.
- **"Maximum Settlement Limit"** means the maximum dollar value of all unsettled (*i.e.*, outstanding) Debit and Credit Entries under all company identification numbers that we will allow.
- **"ODFI"** is an acronym for Originating Depository Financial Institution. We operate as an ODFI when we initiate (originate) Entries on your behalf.
- **"On-Us Entry"** means a Debit Entry or Credit Entry made between you and an account at the Bank.
- **"Payment Date"** means the pre-set date you choose for the Entry to post to the Designated Account Holder's Account. The actual posting will take place on the Settlement Date (see below).
- **"RDFI"** is an acronym for Receiving Depository Financial Institution. We operate as an RDFI when we receive an Entry from the ACH Operator and debit or credit your account(s) as instructed by the Entry.
- **"Same Day Credit Entry"** means a Credit Entry we receive on the same Business Day as its Effective Entry Date (or that has a same day indicator, if applicable).
- **"Same Day Debit Entry"** means a Debit Entry we receive on the same Business Day as its Effective Entry Date (or that has a same day indicator, if applicable).
- **"Same Day Entry"** means a Same Day Credit Entry or a Same Day Debit Entry.



- **“Security Procedures”** means, collectively, the various Security Procedures set forth in this Agreement, along with any other security procedures set forth under the NACHA Rules that are designed to stop the dissemination and transmission of unauthorized Entries.
- **“Settlement Date”** means the date that an exchange of funds with respect to an Entry is reflected on the books of the Federal Reserve Bank(s). Funds will post to the Designated Account Holder’s Account on the Settlement Date.
- **“Third-Party Sender”** means an intermediary between the company originating the Entries and the ODFI of that transaction, as defined in the NACHA Rules. The Bank may require that Third-Party Senders execute a separate agreement covering these Entries.

NACHA Rules.

By using the eACH Service, you agree to comply with the NACHA Rules. If you are a Third-Party Sender, you agree to inform us and agree to cooperate in our registration of you as a Third-Party Sender, as provided in the NACHA Rules. We reserve the right to audit your compliance with the NACHA Rules and this Agreement. At your reasonable request, we will make a copy of the NACHA Rules available to you (or direct you to where you may obtain a copy of the NACHA Rules from the NACHA website).

Compliance with Applicable Law.

You agree that you will not initiate any ACH Entries in violation of Applicable Law. You are responsible for ensuring that any Entries initiated through the eACH Service are not subject to sanctions enforced by OFAC. You agree that if we identify a potential violation of OFAC sanctions that we may act upon the Entry as required by Applicable Law and in accordance with the NACHA Rules. You are restricted to only transmitting PPD (Prearranged Payment and Deposit), CCD (Corporate Credit or Debit), and CTX (Corporate Trade Exchange) Entries.

Delivery Requirements. You will deliver all Entries to us in compliance with the formatting and other requirements provided by us, including those in this Agreement.

Maximum Settlement Limit.

We may set a Maximum Settlement Limit for you in writing and may from time to time increase or decrease this limit. We will also set batch limits commensurate with your ACH processing needs. The total dollar amount of Entries transmitted by you may not exceed this Maximum Settlement Limit. We will reject batches that exceed the limits set forth and will notify you if such rejection occurs. To avoid processing delays or rejection of batches, you agree not to send batches that exceed the limits set by us.

Prefunding.

By default, we require all originators to prefund for ACH credit settlement of a transaction. You must prefund your Eligible Deposit Account prior to the submission date of a Credit Entry or file, or before crediting the Designated Account Holder’s Account in the case of an On-Us Entry (**“Prefunding”**). We will systematically hold the funds for batch settlement from the date of receipt to the effective date of the transaction. You shall maintain a sufficient Available Balance in the Eligible Deposit Account to settle for the Credit Entries at the time you originate them. We will not be obligated to process Entries unless a sufficient Available Balance is in the Eligible Deposit Account. As a courtesy, we may attempt to process the transaction on two (2) subsequent Business Days prior to rejecting the batch.

Security Procedures (and Dual Control).

You agree to comply with any and all Security Procedures that we establish from time to time in connection with the eACH Service. We may reject any Entry that we believe or suspect does not comply with any of our Security Procedures. As noted above, these Security Procedures include (without limitation) Dual Control, which requires different individuals to initiate and approve Entries (e.g., one individual to initiate an Entry, and one or more



different individuals to approve it). As part of Dual Control, you shall have one user initiate each Entry and one (or more) separate user(s) verify and approve the Entry prior to funds movement. In some cases, you (and/or your Online Administrator) may choose to establish a dollar limit threshold that will allow a single user to both initiate and approve an Entry, so long as the Entry does not exceed the dollar limit threshold. This dollar limit threshold may be established at the user level (and may vary among users), provided that the dollar limit threshold does not exceed any limit(s) or other requirements the Bank may impose from time to time.

Designated Account Holder Authorizations and Record Retention.

Before you initiate the first Entry to a Designated Account Holder's Account, you must obtain from the Designated Account Holder an authorization that complies with NACHA Rules to initiate one or more Entries to the Designated Account Holder's Account. You must provide the Designated Account Holder with a copy of the authorization. Each Entry thereafter must be made pursuant to the authorization, and you will not initiate an Entry after the authorization has been revoked or the arrangement between you and such Designated Account Holder has terminated. You agree to retain Designated Account Holder authorizations for two (2) years after they are terminated. You agree to immediately furnish any authorizations and related documents to us upon our request. As a courtesy, we may provide a sample ACH authorization form upon your reasonable request.

Cancellation and Amendment of Entries; Reversals.

Through the eACH Service, you may cancel an Entry if it has not yet been delivered to us or submit a reversal of an Entry up to five (5) Business Days after the Settlement Date. We may, in our sole discretion, use reasonable efforts to act on a request by you for reversal of an Entry file pursuant to the NACHA Rules; provided, however, that we will not be liable for interest or losses if such reversal is not affected. Any request by you for reversal of an Entry must comply with the provisions of the Sections entitled "Delivery Requirements" and "Security Procedures (and Dual Control)." You agree to reimburse us for any expenses, losses, or damages we may incur in effecting or attempting to complete your request for the reversal of an Entry. We will be entitled to payment from you in the amount of any such reversal of a Debit Entry prior to acting on any such request.

Designated Account Holder's Right to Refund Debit Entry.

You acknowledge that a Designated Account Holder, under the NACHA Rules, has the right to obtain a refund of funds debited from the Designated Account Holder's Account by such Designated Account Holder's sending of a notice to the RDFI that a Debit Entry was, in whole or in part, not authorized, and the right of the RDFI to obtain payment of the amount of such Entry from an ODFI by transmitting an adjustment entry (as described in the NACHA Rules, an "**Adjustment Entry**") in the amount of such refund. You agree to pay us the amount of (i) any such Adjustment Entry upon our receipt, and (ii) with respect to any On-Us Entry, any refund paid by us to a Designated Account Holder in connection with such Designated Account Holder's claim that an Entry was, in whole or in part, not authorized.

Notice to Designated Account Holders.

If the amount of a Debit Entry to a Designated Account Holder's Account varies in amount from the previous Debit Entry relating to the same authorization or preauthorized amount, you shall, at least ten (10) calendar days before the Effective Entry Date of such Debit Entry, send the Designated Account Holder written notice of the amount of such Debit Entry and its Effective Entry Date, unless the Designated Account Holder has previously been notified of the Designated Account Holder's right to receive such notice and the Designated Account Holder has elected to receive such notice only when the Debit Entry does not fall within a specified range of amounts or varies from the most recent Debit Entry by an agreed amount. If any change is made by you in the scheduled Effective Entry Date of one or more Debit Entries, you shall, at least seven (7) calendar days before the Effective Entry Date of the first such Debit Entry to be affected by such change, send the Designated Account Holder a written notice of the new Effective Entry Date(s) of such Entry or Entries.

Processing, Transmittal and Settlement by the Bank.

Except as otherwise provided in this Agreement, we will process Entries we receive from you in conformance with the requirements set forth in this Agreement, transmit Entries as an ODFI to an ACH Operator, and settle Entries



as provided in the NACHA Rules.

Transmittal of Same Day Entries.

We will use reasonable efforts to transmit any Same Day Entry to the ACH Operator on the Business Day we receive it, if: (i) we receive the Same Day Entry no later than 11 AM Pacific Time; (ii) the Effective Entry Date of the Entry is the Business Day we receive it or you have selected the option for same day ACH processing, as applicable; and (iii) the ACH Operator is open for business on the Business Day we receive the Same Day Entry. Under the NACHA Rules, Entries for international transactions and those above \$1,000,000 are not eligible for same day processing.

Transmittal of Other Entries.

We will transmit Entries to the ACH Operator by the deadline of the ACH Operator either one (1) or two (2) Business Days prior to the Effective Entry Date shown in the Entries, provided that: (i) we receive the Entries on a Business Day no later than 5 PM Pacific Time one (1) Business Day prior to the Effective Entry date; (ii) the Effective Entry Date is at least one (1) Business Day after the Business Day we receive the Entry; and (iii) the ACH Operator is open for business on the Business Day we receive the Entry. Entries will be deemed received by us when the electronic transmission (and compliance with any related Security Procedure) is completed in accordance with the provisions of the Sections entitled "Delivery Requirements" and "Security Procedures (and Dual Control)."

If any of the requirements of clauses (i) or (ii) of the preceding paragraph are not met, we will use reasonable efforts to transmit Entries to the ACH Operator by the next deposit deadline of the ACH Operator that is a Business Day.

If the Effective Entry Date is a federal holiday, we will transmit the Entry on the Business Day prior to the federal holiday. You are responsible for the timing of Entries to correspond to the Settlement Date of such Entries.

On-Us Entries.

Except as provided in the Section entitled "Rejection of Entries," in the case of an On-Us Entry, we will credit or debit the Designated Account Holder's Account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in the Sections entitled "Transmittal of Same Day Entries" or "Transmittal of Other Entries," as applicable, are met. If these requirements are not met, we will use reasonable efforts to credit or debit the Designated Account Holder's Account in the amount of the Entry on the next Business Day following the original Effective Entry Date.

Rejection of Entries.

We may reject any Entry for any reason. We will in good faith attempt to notify you of such rejection (either electronically, in writing, by telephone, or as otherwise agreed to by us and you) no later than the Effective Entry Date of the rejected Entry. We will not be liable to you for the rejection of any Entry, for your non-receipt of a notice given to you, or for the failure to give notice of rejection at an earlier time than that provided for in this Agreement. We will not be required to pay you interest on a rejected Entry for the period from rejection of the Entry to your receipt of the notice of rejection.

Notice of Returned Entries.

We will notify you either electronically, in writing, by telephone, or as otherwise agreed to by us and you of the receipt of an Entry returned by the ACH Operator no later than one (1) Business Day after our receipt of the returned Entry. We have no obligation to re-execute a returned Entry.

Provisional Payment.

You represent to us and agree to be bound by the provision of the NACHA Rules making payment of an Entry by the RDFI to the Designated Account Holder provisional until receipt by the RDFI of final settlement for such Entry, and specifically acknowledge receipt of notice of that NACHA Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Designated Account Holder of the amount credited and you shall not be deemed to have paid the Designated Account Holder the amount of the Entry.



Available Balance and Settlement.

You shall at all times maintain a sufficient Available Balance in your Eligible Deposit Accounts to pay the amount of all Credit Entries, returned or reversed Debit Entries, Adjustment Entries, fees and other amounts which you are obligated to pay us under this Agreement. We may also require you to Prefund your Eligible Deposit Accounts. In the absence of such a requirement, you will be obligated to have a sufficient Available Balance in your Eligible Deposit Accounts at such time on the Settlement Date with respect to each such Entry or, in the case of an On-Us Entry, the date of crediting the Designated Account Holder's Account, as we in our sole discretion may determine.

We in our sole discretion may require you to have a sufficient Available Balance in your Eligible Deposit Accounts to cover the amount of a Credit Entry *prior* to our transmittal of such Entry to the ACH Operator or our crediting of a Designated Account Holder's Account in the amount of an On-Us Entry, regardless of the payment due or value date (such as Prefunding).

Provisional Credit for Debit Entries.

We in our sole discretion may defer any credit to your Eligible Deposit Account with respect to a Debit Entry until we have received final settlement for the Entry. Any credit provided prior to that time will be provisional and we have the right to immediate payment by you upon our receipt of notice that final settlement has not occurred. In addition, we have the right to payment by you of the amount of any returned or rejected Entry for which you have previously received credit upon its receipt by us.

Exceeding Exposure Limits.

The eACH Service will reject any Entry or file that exceeds the exposure limits designated by us from time to time (the "**Exposure Limits**"). Requests to exceed the Exposure Limits must be approved by us prior to any transmission of an Entry or file that would exceed the designated Exposure Limit.

Authorized Entries.

If we receive an Entry authorized by you (or if you are otherwise bound by the Entry under the law of agency), it will be effective as your Entry (and binding upon you), regardless of whether we complied with the Security Procedures with respect to that Entry or whether that Entry was erroneous in any respect or that error would have been detected if we had complied with such Security Procedure(s).

Unauthorized Entries.

If an Entry delivered to us was not in fact authorized by you, it will nevertheless be considered authorized by (and binding upon) you if we accepted the Entry in good faith and in compliance with the Security Procedures with respect to such Entry. In the event you are aware of the possibility of error or lack of authority in the transmission of an Entry or any request or communication relating thereto, regardless of source of information regarding such error or lack of authority, you shall immediately notify us by telephone, followed by confirmation in writing. **YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY UNAUTHORIZED ENTRY THAT WE ACCEPT IN GOOD FAITH AND IN COMPLIANCE WITH THE SECURITY PROCEDURES.**

Inconsistent Entries.

You acknowledge and agree that (i) if an Entry describes the Designated Account Holder inconsistently by name and account number, payment of the Entry we transmit to an 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, even if it identifies a person different from the named Designated Account Holder, and that your obligations to pay us the amount of the Entry is not excused in such circumstances, and (ii) if an Entry describes a RDFI inconsistently by name and identifying number, payment of the Entry may be made on the basis of the identifying number even if it identifies an RDFI different from the named RDFI, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances.

Your Representations and Warranties.

You represent and warrant that for each Entry you deliver to us: (i) the Entry complies with the terms of this Agreement and the NACHA Rules; (ii) you have complied with the NACHA Rules with respect to the Entry; (iii) there



has not been and shall not later be any breach of any warranty by you as an originator and the Entry will not cause any breach of warranty by us as an ODFI under the NACHA Rules; (iv) you have not breached any warranty contained in this Agreement; and (v) the Entry complies with all Applicable Law, including but not limited to the Electronic Fund Transfer Act and Regulation E.

Notices and Statements.

We are not required to and may not provide you or Designated Account Holders with notice of receipt, our transmittal, or crediting or debiting of Entries. Entries and other debits and credits to your Eligible Deposit Account will be reflected on the periodic statement for your Eligible Deposit Account. You must notify us of any unauthorized or erroneous Entries or any other discrepancy or error on the periodic statement as provided in the Account Agreement. We will not be liable for any interest or losses resulting from your failure to give such notice.

Confidentiality.

You acknowledge that you will have access to certain confidential information regarding our execution of Entries, the Security Procedures, and the services contemplated by this Agreement. You will not disclose any confidential information of the Bank and shall use such confidential information only in connection with the transactions contemplated by this Agreement.

Delivery Media and Records.

All delivery media, Entries, Security Procedures, and 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 any such information available to you will be paid by you.

Instructions and Notices.

We will be entitled to rely on any oral or written notice, response, or other communication we believe to be genuine and to have been provided by the Online Administrator or any of your users, and any such communication shall be deemed to have been provided by such person on your behalf. Any Entry or other data or information we receive from or transmit to a third party data processor selected by you will be deemed to have been received from or transmitted to you, and such vendor shall be deemed your agent. You must provide us with notice of use of such vendors and notice of change of vendors. Such notice shall be effective on a date agreed to by both parties.

III.D. Wire Transfer Services (eWire)

You may initiate outgoing domestic wire transfers and international U.S. Dollar and foreign currency wire transfers from certain types of Eligible Accounts (the “**eWire Service**”). Each Eligible Account from which we allow you to initiate wire transfers is referred to as a “**Wire Transfer Account**.” You may request additional Wire Transfer Accounts by completing an updated Authorization Form. If approved, new Wire Transfer Accounts are generally available within twenty-four (24) hours of our receipt of the completed Authorization Form.

You may request the eWire Service by completing and submitting an Authorization Form. By completing and submitting an Authorization Form or permitting anyone to initiate a request for a wire transfer from a Wire Transfer Account (each, a “**Wire Transfer Request**”), you agree to the terms and conditions of this Section. In addition to the terms of this Agreement, this Section also incorporates by reference: (i) the designations and other information you provide in the Authorization Form; and (ii) any instructions or additional information that may be provided to you regarding the eWire Service by us or through Treasury Prime from time to time.

Authorization for eWire Service.

You authorize and direct us to process each Wire Transfer Request submitted through the eWire Service and in compliance with the Security Procedures described in this Agreement. We have no obligation at any time to process any Wire Transfer Request that exceeds the Available Balance in the Wire Transfer Account (and any related linked account) at the time that you initiate the Wire Transfer Request. We have the right, but not the obligation, to refuse



to process any Wire Transfer Request for the purpose of determining whether you authorized the Wire Transfer Request and shall incur no liability for any delay caused by exercising this right. Wire transfers are “**funds transfers**” under and for purposes of Article 4A of the UCC.

Security Procedures (and Dual Control).

You agree to comply with any and all Security Procedures that we establish from time to time in connection with the eWire Service. We may reject any Wire Transfer Request that we believe or suspect does not comply with any of our Security Procedures. As noted above, these Security Procedures include (without limitation) Dual Control, which requires different individuals to initiate and approve Wire Transfer Requests (e.g., one individual to initiate a Wire Transfer Request, and one or more different individuals to approve it). As part of Dual Control, you shall have one user initiate each Wire Transfer Request and one (or more) separate user(s) verify and approve the Wire Transfer Request prior to funds movement. In some cases, you (and/or your Online Administrator) may choose to establish a dollar limit threshold that will allow a single user to both initiate and approve a Wire Transfer Request, so long as the Wire Transfer Request does not exceed the dollar limit threshold. This dollar limit threshold may be established at the user level (and may vary among users), provided that the dollar limit threshold does not exceed any limit(s) or other requirements the Bank may impose from time to time.

Authorized Wire Transfer Requests.

If we receive a Wire Transfer Request (or any request for cancellation or amendment of a Wire Transfer Request) authorized by you (or if you are otherwise bound by the Wire Transfer Request (or request for cancellation or amendment) under the law of agency), it will be effective as your Wire Transfer Request (and binding upon you), regardless of whether we complied with the Security Procedures with respect to that Wire Transfer Request or whether that Wire Transfer Request was erroneous in any respect or that error would have been detected if we had complied with such Security Procedure(s).

Unauthorized Wire Transfer Requests.

If a Wire Transfer Request delivered to us was not in fact authorized by you, it will nevertheless be considered authorized by (and binding upon) you if we accepted the Wire Transfer Request in good faith and in compliance with the Security Procedures with respect to such Wire Transfer Request. In the event you are aware of the possibility of error or lack of authority in the transmission of a Wire Transfer Request or any request or communication relating thereto, regardless of source of information regarding such error or lack of authority, you shall immediately notify us by telephone, followed by confirmation in writing. **YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY UNAUTHORIZED WIRE TRANSFER REQUEST THAT WE ACCEPT IN GOOD FAITH AND IN COMPLIANCE WITH THE SECURITY PROCEDURES.**

Compliance with Applicable Law.

You agree that your use of the eWire Services and all Wire Transfer Requests will comply with Applicable Law.

Initiating Wire Transfers. Wire transfers may only originate from Wire Transfer Accounts and may be to any other account with the Bank, an affiliate of the Bank, or another bank or financial institution. You agree that all Wire Transfer Requests you originate through the eWire Service will comply with the Security Procedures.

Honoring Wire Transfers.

We will accept a Wire Transfer Request only if the request is placed in accordance with the terms and requirements stated in this Agreement and the onscreen terms. We have no obligation to honor, either in whole or in part, a Wire Transfer Request (or the cancellation or amendment thereto) that: (i) exceeds the Available Balance in the Wire Transfer Account (and any related linked account) from which the transfer is requested; (ii) is not in accordance with each term and condition provided for in this Agreement and Applicable Law; (iii) is not, or we believe may not be, authorized or correct; or (iv) is impracticable or not feasible to accept. In addition, we shall be excused from failure or delay in issuing or accepting a Wire Transfer Request if such issuance or acceptance would result in the Bank's exceeding any limitation upon its intraday net funds position established pursuant to present or future guidelines or otherwise violating any provision of any present or future bank regulatory statute, rule,



regulation or risk control program. If the applicable Wire Transfer Account does not contain sufficient funds for the requested wire transfer, we may, at our option, accept the Wire Transfer Request and debit any such account into overdraft, and we shall not be liable for damages to you as a result thereof; provided, we have no obligation to debit any such account into overdraft. If we create an overdraft to complete a wire transfer, you agree to pay to us the amount of the overdraft upon demand, and, if applicable, interest accruing on the amount of the overdraft from the date of its creation at the maximum rate of interest permitted under Applicable Law. You hereby authorize us to charge any of your accounts held by us at any time for such amount.

Except as otherwise provided in this Section, we agree to use reasonable efforts to execute each Wire Transfer Request on the date received, provided that: (i) we receive your Wire Transfer Request no later than 2PM Pacific Time; and (ii) such day is a Business Day for us, the Federal Reserve, and the beneficiary's bank. In executing the Wire Transfer Request, we may utilize such means of transmission as we reasonably select. If you originate multiple Wire Transfer Requests for execution on the same day, we may execute the Wire Transfer Requests in any order convenient to us. If you direct us to use a specific intermediary bank or specific means of execution, you assume all risks of failure or of non-payment by the intermediary bank and all risks of loss by the means directed.

Canceling or Amending Wire Transfer Requests.

If you wish to cancel or amend a Wire Transfer Request previously transmitted to us, you must transmit notice of the requested cancellation or amendment in compliance with this Agreement, and you must include the amount and recipient of the Wire Transfer Request in the notice. We may make a commercially reasonable effort to comply with any request you make to cancel or amend a Wire Transfer Request that is made before our acceptance of the Wire Transfer Request, but only if our Wire Transfer Department has been given sufficient notice and a reasonable opportunity and period of time to act on it. We have no obligation or duty to cancel or amend a Wire Transfer Request received from you after we accept the Wire Transfer Request. If we consent to cancel or amend an accepted Wire Transfer Request, you shall indemnify and hold us harmless for all loss and expense, including attorneys' fees, relating to the cancellation and amendment or attempted cancellation and amendment.

Types of Wire Transfers.

The eWire Service permits you to submit one-time Wire Transfers Requests and to develop templates for semi-repetitive and repetitive Wire Transfer Requests.

Foreign Currency (FX) Conversion.

Wire Transfer Requests to a beneficiary in a foreign country can be submitted in U.S. Dollars or the applicable foreign currency. The exchange rate determined by the Bank in its sole discretion will be presented within the eWire Service. You will accept the exchange rate prior to submitting the Wire Transfer Request. If the Wire Transfer Request is withdrawn, rejected, or returned for any reason after submission, you agree to accept the refund in U.S. Dollars based on the current buying rate on the day of the refund, less any charges or expenses incurred by us. International wire transfers may be subject to changes in the foreign currency exchange rates. Fees imposed by intermediary banks may be deducted from the amount of the Wire Transfer Request. You acknowledge that the exchange rates used in processing foreign currency Wire Transfer Requests may vary from the rate we and other intermediaries receive or the government mandated rate (if in effect).

Governmental or Third-Party Fees.

You agree to pay and reimburse us for all governmental and third-party fees or taxes arising out of or related to our providing the eWire Service to you.

Reliance on Your Instructions.

You understand and agree that, unless we, in our sole discretion, elect to confirm any Wire Transfer Request, we will not verify the terms of any Wire Transfer Request submitted under this Section. You are solely responsible for the accuracy and completeness of all data, instructions or other information provided to us regarding any wire transfer initiated. You authorize us to process each Wire Transfer Request submitted in accordance with the information that we receive from you in accordance with the Security Procedures. We shall have no responsibility



for any erroneous information you provide and no liability for any losses you may suffer that arise from or relate to any erroneous information you provide for any Wire Transfer Request submitted under this Agreement.

Representations and Warranties.

You represent and warrant that each electronic communication submitted to us through the eWire Service, including without limitation, each Wire Transfer Request, shall comply with this Agreement and all Applicable Law. You also represent and warrant that: (i) no Wire Transfer Account is a “consumer account” as contemplated by the Electronic Fund Transfer Act and Regulation E; and (ii) you will submit a Wire Transfer Request on a Wire Transfer Account only for commercial purposes, and never for personal, family or household purposes. You agree to promptly provide any additional information and to execute any additional documents or agreements that we may request from time to time in connection with your use of the eWire Service.

Identifying Information.

You understand and agree that all wire transfers shall be executed on the basis of the following information provided in your Wire Transfer Request (which is referred to collectively as “**Identifying Numbers**”): (i) the account number or other Identifying Number for the beneficiary; and (ii) the Identifying Number for any bank to or through which the funds are to be sent (a “**Receiving Bank**”). We and any other bank processing the Wire Transfer Request (each, a “**Processing Bank**”) may rely solely on the Identifying Numbers that you provide in your Wire Transfer Request, regardless of whether the order also identifies the beneficiary or Receiving Bank by name, and no Processing Bank has any obligation to confirm that any Identifying Number applies to any named beneficiary or Receiving Bank or to identify any discrepancy between any Identifying Number and the name provided for any beneficiary or Receiving Bank. We have no obligation to determine whether the recipient identified in any Wire Transfer Request is the accountholder for the account to which funds are to be transferred. If your instructions for any Wire Transfer Request contain any inconsistent information or other discrepancy regarding the name of the intended recipient and the account into which the funds are to be transferred, we may make the transfer on the basis of the account number, even if that number identifies an account held by a person or entity other than the named recipient. If a Wire Transfer Request issued by you identifies an intermediary bank or beneficiary’s bank only by an Identifying Number or by both name and Identifying Number, the Receiving Bank may rely on the Identifying Number as the proper identification of the intermediary bank or beneficiary’s bank, even if such number identifies a person or entity different from the bank identified by name; and the Receiving Bank need not determine whether the name and number refer to the same person or entity or whether the number refers to the bank. The foregoing is intended to be consistent with and subject to the terms and provisions of Sections 4A-207 and 4A-208 of the UCC.

Wire Drawdowns.

You may authorize us to honor periodic wire drawdown requests originated by the third-party financial institution(s) you identify on the Authorization Form. Such authorization allows us to transfer funds from an Eligible Account you designate on the Authorization Form and referred to herein as a “**Drawdown Account.**” The transfer will be made via FedWire to such third-party financial institution. Such transfer will be directed to the account of the beneficiary as indicated on the Authorization Form.

Upon receipt of a wire drawdown request, we will validate that funds are available in the Drawdown Account prior to honoring the wire drawdown request. We will not honor wire drawdown requests exceeding your Available Balance. We also will not honor wire drawdown requests that do not satisfy any transaction limitations or other requirements applicable to the Drawdown Account, except to the extent we elect otherwise in our sole discretion. Notwithstanding the foregoing, in the event an overdraft occurs on the Drawdown Account by us completing a wire drawdown request pursuant to this Agreement, you shall be obligated to us for such overdraft in accordance with the terms and conditions of the Account Agreement.

Each wire drawdown request received by our cut-off time on a Business Day will be executed that same day if that day is also a Business Day for our correspondent facility and the receiving financial institution, and the Drawdown Account has a sufficient Available Balance. A wire drawdown request received after the cut-off time on a Business



Day (or on a non-Business Day) will be processed on the next Business Day.

You are required to provide accurate name, address and account number information for the beneficiary on the Authorization Form. We shall have no liability for wire drawdown requests processed by us as directed hereunder which cannot be completed or which are returned due to incorrect information furnished by you or by the third-party financial institution that initiates the wire drawdown request. Your obligation to pay us the amount of a wire drawdown request is not excused in the event that the FedWire message does not identify the correct account or financial institution. We shall be entitled to rely upon the numbers supplied by you to identify the beneficiary and the initiating third-party financial institution, even if those numbers disagree or are inconsistent with the names of those parties as provided by you. We shall have no obligation to determine whether a name and number identify the same person or institution. You acknowledge that a wire drawdown request or related instructions may be processed based on an account number even if it identifies a person different from the named beneficiary. When names and numbers are inconsistent, the numbers shall control.

WE SHALL HAVE NO LIABILITY FOR REFUSING TO EXECUTE ANY WIRE DRAWDOWN REQUESTS DUE TO INCORRECT INFORMATION PROVIDED BY YOU OR DUE TO A WIRE DRAWDOWN REQUEST INITIATED BY THE INITIATING INSTITUTION ON THE BENEFICIARY'S BEHALF THAT DOES NOT MATCH INFORMATION PROVIDED BY YOU.

You do not have the right to reverse, adjust, or revoke any FedWire message after it is received by us if the information provided by you with respect to the message was complete and accurate, and the message is otherwise consistent with the terms and conditions of this Agreement.

In addition to but not in lieu of the terms of the Account Agreement, in the event any actions by you or the initiating third-party financial institution hereunder result in an overdraft in any of your deposit accounts with us, including but not limited to your failure to maintain a sufficient Available Balance in your Drawdown Account, you shall be responsible for repaying the overdraft immediately and without notice or demand. We have the right, in addition to all other rights and remedies available to us, to set-off the unpaid balance of any amount owed us in connection with this service against any debt owing to you by us, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by us, whether collected or in the process of collection, or in any other deposit account maintained by you with us or evidenced by any certificate of deposit issued by us. If any of your deposit accounts with us become overdrawn, under-funded or for any reason contain a negative balance, then we shall have the right of set-off against all of your deposit accounts and other property maintained with us, and we shall have the right to enforce our interests in collateral held by us to secure your debts to us arising from notes or other indebtedness now or hereafter owing or existing hereunder, whether or not matured or liquidated.

By authorizing wire drawdown requests, you agree to the following acknowledgments, representations, obligations and responsibilities:

- You have authorized the beneficiary to initiate wire drawdown requests, through the initiating third-party financial institution, against your Drawdown Account in accordance with this Agreement;
- You shall be responsible for providing all necessary information about the beneficiary required by us including, but not limited to, the beneficiary's name, address and account number information, as provided on the Authorization Form;
- You will provide the beneficiary with all data necessary for the initiating third-party financial institution to initiate wire drawdown requests and shall make periodic examinations to ensure that such payment data is complete, current and accurate;
- You acknowledge that any inaccuracy in any information provided by you or the beneficiary hereunder (or under the Authorization Form) may result in an unintended transfer of funds, and that we bear no



responsibility and shall not be liable to you for any information provided by the beneficiary in a wire drawdown requests that is inaccurate, incomplete or otherwise incorrect;

- You will maintain a sufficient Available Balance in the Drawdown Account to cover all wire drawdown requests initiated by the initiating third-party financial institution in accordance with your authorization, as well as associated fees, if applicable;
- You acknowledge that we are not obligated to honor, and will reject, any wire drawdown requests which exceeds the Available Balance in the Drawdown Account. We also will not honor any wire drawdown requests that does not comply with our validation procedures, except to the extent we elect otherwise in our sole discretion; and
- You have entered into and will maintain, while this Agreement is in effect, a written agreement with the beneficiary authorizing the beneficiary to initiate wire drawdown requests as reflected in this Agreement. You agree to promptly provide a copy or certification of such agreement with the beneficiary to us upon our request from time to time. In the event of any change to the beneficiary or associated drawdown authorization, you agree to comply with the terms of this Agreement.

III.E. Mobile Deposit

Mobile Deposit is offered by accessing our Treasury Prime mobile banking app and selecting Mobile Deposit. The Mobile Deposit Service allows you to utilize your camera-enabled Mobile Device to deposit checks to your Eligible Accounts by scanning a check and electronically delivering the digital image of the check and associated deposit information to us. You are responsible for the operation of your camera-enabled Mobile Device.

Eligible Checks.

Items deposited must be “checks” as defined under Regulation CC and must meet all the following requirements to be eligible for deposit through the Mobile Deposit Service: (i) they are payable to you and not to “Cash” or any indefinite payee or to a person other than you, even if endorsed to you; (ii) they have the original signature of the drawer; (iii) they were not created from an electronic image; (iv) they are not irregular in any way, as determined by us in our sole discretion; (v) they were not previously returned unpaid; (vi) they are dated; (vi) they are not postdated or more than six (6) months old; (vii) they are drawn on a U.S. financial institution payable in U.S. Dollars; and (viii) they are not a traveler’s check. We may in our sole discretion return or reject a deposited item that does not comply with these eligible check requirements (or with any other terms of this Agreement).

Use of the Mobile Deposit Service.

By using the Mobile Deposit Service, you represent and warrant that: (i) you will not use the Mobile Deposit Service in connection with or in furtherance of money laundering or other illicit purposes; (ii) none of your transactions to be processed by us are prohibited by any Applicable Law, order or judgment; (iii) none of your employees are on the OFAC Specially Designated Nationals List; (iv) each imaged check is made payable or endorsed to your order; (v) all signatures on the imaged checks are authentic and authorized; (vi) no imaged check has been altered; (vii) each imaged check is drawn on a U.S. financial institution and made payable in U.S. dollars; (viii) no imaged check has been paid, previously scanned, imaged or otherwise presented or transmitted to us or any other financial institution, entity or person for payment or anything else of value.

Collection.

The manner in which the checks you deposit are cleared, presented for payment, and collected from the makers of the checks and the financial institutions upon which they are drawn is in our sole discretion.

Image Quality.

The image of an item transmitted to us using the Mobile Deposit Service must be legible. The image quality of the



check or item must comply with the requirements established from time to time by the American National Standard Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsement.

You agree to endorse properly each check you deposit using the Mobile Deposit Service and to conspicuously and indelibly mark "**For Deposit Only at WaFd Bank**" beneath your endorsement.

Confirmation.

You will receive an electronic confirmation that the check image you transmitted to us via the Mobile Deposit Service has been accepted for deposit (or alternatively, an adjustment notice setting forth the reason it could not be deposited through the Mobile Deposit Service).

Risk Management and Periodic Audits.

You agree to cooperate with us to facilitate our adherence to regulatory guidance concerning risk management of remote deposit capture, including agreeing that we may require specific internal controls and periodically request additional information regarding your use of the Mobile Deposit Service. You will comply with requests for periodic audits we deem necessary. Audits maybe in the form of (i) a request to complete a survey or assessment or (ii) an onsite audit we or our designated representative perform. You agree to provide us with notice of any significant changes to users, activity, security or policies relating to the Mobile Deposit Service. You agree to immediately notify us of any security incidents or breaches related to the Mobile Deposit Service.

Retention, Storage, and Disposal of Original Checks.

With respect to any original check for which you have transmitted a check image to us via the Mobile Deposit Service, you agree to (i) destroy or cause to be destroyed all original imaged checks no earlier than fourteen (14) Business Days after transmission and no later than forty-five (45) Business Days after transmission, and (ii) store all original imaged checks by bundling them by date and storing them in a locked file cabinet, safe, lockbox, or other form of secure storage. You will use a paper shredder with cross-cut shredding or destruction service to destroy all original imaged checks. If we determine that we require the original paper check, you will promptly provide any check you have not destroyed to us to aid us in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes.

Deposit Limits.

We have no obligation to accept for deposit any check you transmit using the Mobile Deposit Service: (i) if more than one check is included in the transmission; (ii) if you have already transmitted five (5) checks using the Mobile Deposit Service on that Business Day; (iii) that is in an amount greater than \$50,000; or (iv) if the amount of the check, when added to the amount of checks you already transmitted for deposit as of that Business Day, would exceed \$100,000. We reserve the right to modify these limits at any time and will provide you with any notice required by Applicable Law.

Processing Mobile Deposits and Availability of Funds.

You may deposit checks using your Mobile Device seven (7) days a week; however we only process the deposits on Business Days. Accepted deposits made prior to 3 PM Pacific Time on a Business Day will be credited by 6 PM Pacific Time the same Business Day. Accepted deposits made after 3 PM Pacific Time (or on a non-Business Day) will be credited the following Business Day. We reserve the right to place a hold on or to reject any item(s) deposited through the Mobile Deposit Service. The availability of funds deposited through Mobile Deposit is subject to our availability of funds policy set out in the Account Agreement.

III.F. Positive Pay



Definitions.

For purposes of our Positive Pay Services offered through Treasury Prime, the following additional definitions apply:

- **"ACH Policy"** means the parameters established by you through Treasury Prime to allow payment of ACH withdrawals. The ACH Policy is also referred to as the **"ACH Filter."**
- **"Authorized Account"** means your accounts maintained at the Bank, to which the Positive Pay Services rendered by the Bank will apply.
- **"Check Issue Report"** means a record describing checks drawn by you on an Authorized Account you provide to us under the Section entitled "Check Issue Report" (and the Section entitled "Payee Positive Pay Services," if applicable).
- **"Exception ACH Debit Entry"** means an ACH debit entry that is not within your ACH Policy.
- **"Exception ACH Debit Entry Notice"** means notice provided by us to you of any Exception ACH Debit Entries.
- **"Exception Check"** means a Presented Check that does not match a check included in a Check Issue Report.
- **"Exception Item"** means an Exception Check or an Exception ACH Debit Entry.
- **"Exception Check List"** means a record describing Exception Checks we make available to you through Treasury Prime.
- **"Pay/Return Request"** means your instructions to us ordering us to pay or return an Exception Item.
- **"Presented ACH Debit Entry"** means an ACH debit entry presented to us for payment from an Authorized Account.
- **"Presented Check"** means a check drawn on an Authorized Account and presented to us for payment through the check collection system.

General Terms of Positive Pay.

All Check Issue Reports, Exception Check Lists, and Pay/Return Requests will be and must be transmitted electronically through the use of Treasury Prime.

In the event of a system failure at the Bank that results in a Check Issue Report, Exception Check List, or Pay/Return Request that cannot be received, made available or processed by us, we will attempt to contact you. If we cannot reach you, we will act pursuant to your default selection. In the event of your system failure, we request that you contact the Commercial Account Service Center at (877) 423-9742 or (206) 626-8108 to provide us with instructions. If you do not contact us, we will act pursuant to your default selection.

Errors.

We are not responsible for detecting any error contained in any Check Issue Report or Pay/Return Request you send us. On occasion, a Presented Check may inadvertently appear on an Exception Check List when such Presented Check had been provided to us in a previous Check Issue Report. You, and not the Bank, are responsible for reconciling such reporting and providing us with appropriate instructions per this Agreement.

Not Covered.

This Agreement does not apply to a check that we have already cashed, negotiated or paid or which we are already committed to honor or pay under Applicable Law governing such items.

Wrongful Honor.

It shall constitute wrongful honor by us to pay an Exception Item that was listed in a timely Exception Check List or Exception ACH Debit Entry Notice and which you rejected in a timely Pay/Return Request. In the event that there is wrongful honor, we will be liable to you for the lesser of the amount of the wrongfully paid Exception Item or your actual damages resulting from our payment of the Exception Item. We retain all rights and remedies related to any wrongful honor.

Wrongful Dishonor.

Except as provided in this Section, it shall constitute wrongful dishonor by us to dishonor an Exception Item you approved in a timely Pay/Return Request. We will have no liability to you for wrongful dishonor when we, acting in good faith, return an Exception Item: (i) we reasonably believe is not properly payable; (ii) because there is an insufficient Available Balance in the Authorized Account; or (iii) because we are required to do so by the service of legal process on us or the instructions of regulatory or government authorities or courts.

Rightful Payment and Dishonor.

Except as provided in the Section entitled "Faulty Information:" (i) If we dishonor an Exception Item because you rejected the Exception Item in a Pay/Return Request, the dishonor shall be rightful, and you waive any right you may have to assert that the dishonor was wrongful; and (ii) you agree that we exercise ordinary care whenever we rightfully pay or return an Exception Item consistent with the provisions of this Agreement.

Faulty Information.

We will be liable for direct losses caused by our honor of an item that was not properly payable, or our dishonor of an item that was properly payable, if the honor or dishonor occurred because we, in accordance with this Agreement: (i) should have shown the item on an Exception Check Report or Exception ACH Debit Entry Notice but failed to do so; or (ii) showed the check on an Exception Check Report but referenced the wrong check number, unless we provided you with timely information that disclosed the error.

Sufficient Funds.

You will maintain a sufficient Available Balance in the Authorized Account to cover the aggregate debits made from the Authorized Account. If sufficient funds are not available, we may, in our sole discretion, either (i) reject any checks or other debit items drawn on the Authorized Account or (ii) accept any checks or other debit items drawn on any Authorized Account, even if such acceptance would bring the Authorized Account negative. If we must reverse a provisional credit and such reversal causes the Authorized Account to have a negative balance, you agree that we may reverse the transfer of any funds and then reject any items not finally paid. Fees may apply. Please refer to the Business Fee Schedule for a description of these fees.

Traditional (Check) Positive Pay Services.

You will submit a Check Issue Report to us through Treasury Prime each day you issue checks on an Authorized Account. The Check Issue Report must accurately state the check number and the exact dollar amount of each check drawn on each Authorized Account since the last Check Issue Report was submitted.

Payment of Presented Checks and Reporting of Exception Checks.

We will compare each Presented Check by check number and amount against each Check Issue Report we receive. On each Business Day, we: (i) may pay and charge to the Authorized Account each Presented Check that matches by check number and amount a check shown in any Check Issue Report; and (ii) will make available through Treasury Prime by 8 AM Pacific Time an Exception Check List that indicates whether we have received any Exception Checks and, if so, specifies the complete check number and amount of any such Exception Check.

Payment of Exception Checks; Return Requests.



We will pay or return Exception Checks pursuant to your Pay/Return Request or pursuant to ONLY ONE of the following default selections:

- **Return Default:** If the "Return Default" option is selected, we will return to the depository bank any Exception Check drawn on the Authorized Account, unless you issue a timely Pay/Return Request to us.
- **Pay Default:** If the "Pay Default" option is selected, we will pay and charge to the Authorized Account any Exception Check drawn on the Authorized Account, unless you issue a timely Pay/Return Request to us.

A Pay/Return Request shall identify each Exception Check that you desire us to pay or return by the complete check number and amount specified in the Exception Check List and shall instruct us to pay or return the Exception Check. You must submit the Pay/Return Request to us via Treasury Prime by 11 AM Pacific Time of the day we make the Exception Check List available. We will then charge to the Authorized Account or return to the depository bank any Exception Check that you instruct us to pay or return. We will not be obligated to comply with any Pay/Return Request received in a format or medium, after a deadline, or in a manner not permitted under this Agreement, but may instead treat such a Pay/Return Request as though it had not been received.

Payee Positive Pay Services.

If you opt to utilize Payee Positive Pay you will supply the payee name for each item issued in addition to the check number and amount. You will be responsible for the accuracy and completeness of the payee information provided in your Check Issue Report. We will make reasonable efforts to report as exceptions any payee names that do not match the Check Issue Report when presented for payment.

ACH Positive Pay Services.

You will establish ACH Filters/Policies through Treasury Prime designating which presented ACH debit entries should be permitted to post without your review. You may change your ACH Policies to add, modify or delete permitted ACH debit entries. We will provide an Exception ACH Debit Entry Notice by email to the individuals you have designated in an Authorization Form. You may approve any Exception ACH Debit Entry on a one-time basis or by modifying the ACH Policies. We will reject any Exception ACH Debit Entry for which we have not received a Pay/Return Request by the specified cut-off time on the Business Day on which it is presented.

Teller Positive Pay Services.

Eligible Accounts utilizing the Teller Positive Pay Service are subject to item verification at a Bank branch teller window when presented for payment. We will compare items presented for cash at the branch to your Check Issue Report. You acknowledge that under some conditions Check Issue Report information may not be available until the next Business Day after you provide it to us. In the event the Check Issue Report information is not available to the teller we may take reasonable measures to contact you for verification. You acknowledge if we are unable to contact you, we may refuse to cash the Exception Item.

III.G. Data File Exchange and File Vault Services

Through Treasury Prime there are two options for transferring data files: "**WaFd File Exchange**" and "**FTP Pick Up/Delivery**" (the "**File Exchange Services**"). WaFd File Exchange is a secure portal available on your desktop. WaFd File Exchange can be used to upload files to send to the Bank in an encrypted format and to receive files and reports from the Bank, which can be delivered directly to folders you specify. The FTP Pick Up/Delivery service is a direct connection to your FTP/SFTP/FTPS server.

"**File Vault**" is a document repository within Treasury Prime that includes tabs for individual users ("**My Vault**") and for you (the "**Company Vault**"), as well as tabs for documents delivered by the Bank to you (the "**Bank Vault**"),



and documents available to all clients (the “Public Vault”).

In addition to using the User Passwords, you must use any Security Procedures we establish from time to time for the File Exchange Services and File Vault. We may change these Security Procedures and will provide instructions to you about the requirements of the Security Procedures in effect from time to time. You agree that you will take all actions required to comply with any Security Procedures. You agree to assume the risk of loss with respect to any data file exchange initiated through the File Exchange Services or File Vault using a User Password when the user has failed to comply with any applicable Security Procedures, and you agree to indemnify and hold us harmless from and against all loss and expense, including attorneys’ fees, caused by this failure.

You acknowledge that although we endeavor to ensure that all communication through the File Exchange Services and the File Vault are encrypted or otherwise protected against interception by a person whose access to those services is not authorized, you accept and assume all risk of loss or dissemination of data attributable to data exchange between you and the Bank through the File Exchange Services or the File Vault.

III.H. Remote Image File Deposit--Image File Delivery

The Image File Delivery Service allows you to use your own equipment and software to create image files of checks that meet the specifications we provide (including without limitation, x9.37 IQA requirements, x9.37 record type descriptions, and x9.37 record type breakdown) and to deliver those image files to us for deposit through Secure File Delivery.

Definitions.

For purposes of our Image File Delivery Service offered through Treasury Prime, the following additional definitions apply:

- “**Check**” has the meaning set forth in Federal Reserve Board Regulation CC (12 C.F.R. 229.2(k)).
- “**Image File**” means the electronic image file of a check you submit for deposit.
- “**Image Date**” with respect to any Image File, means the Business Day we received the Image File you transmitted pursuant to the terms of this Agreement. Any Image File we receive after our regular business hours (or on a non-Business Day) will be deemed to have been received on the next Business Day.
- “**IRD**” means an “Image Replacement Document” as defined in X9.100-140 of the standards of the American National Standards Institute.
- “**Item**” includes a check for which an Image File has been created and any Image File or IRD that represents a check.
- “**Imaged Check**” means any check deposited or processed as an Image File pursuant to this Agreement.
- “**Substitute Check**” means a paper reproduction of a check that satisfies the requirements and definition of a “substitute check” set forth in Federal Reserve Board Regulation CC (12 C.F.R. Part 229).

Eligible Items for Image File Delivery.

We cannot accept non-cash items for deposit through Image File Delivery. Only the following Checks are eligible for deposit through Image File Delivery: (i) they have the original signature of the drawer; (ii) they were not created from an electronic image; (iii) they are not irregular in any way, as determined by us in our sole discretion; (iv) they were not previously returned unpaid; (v) they are dated; (vi) they are not postdated or more than six (6) months old; (vii) they are drawn on a U.S. financial institution payable in U.S. Dollars; (viii) they are not a traveler’s check;



(ix) you are a holder-in-due-course; and (x) they are not Substitute Checks. We may in our sole discretion return or reject a deposited item that does not comply with these requirements.

Representations and Warranties.

With respect to each Image File transmitted to us, you represent and warrant that: (i) it is a digitized image of the front and back of the Imaged Check; (ii) it accurately represents all the information on the front and back of the Imaged Check as of the time you created the Image File; and (iii) it contains all necessary endorsements applied by the parties that previously handled the Imaged Check for forward collection or return, and you make all transfer and presentment warranties under Applicable Law and the Account Agreement.

Use of the Image File Delivery Service.

By using the Image File Delivery Service, you represent and warrant that: (i) you will not use the Image File Delivery Service in connection with or in furtherance of money laundering or other illicit purposes; (ii) none of your transactions to be processed by us are prohibited by any Applicable Law, order or judgment; (iii) none of your employees are on the OFAC Specially Designated Nationals List; (iv) each Imaged Check is made payable or endorsed to your order; (v) all signatures on the Imaged Checks are authentic and authorized; (vi) no Imaged Check has been altered; (vii) each Imaged Check is drawn on a U.S. financial institution and made payable in U.S. Dollars; and (viii) no Imaged Check has been paid, previously scanned, imaged or otherwise presented or transmitted to us or any other financial institution, entity or person for payment or anything else of value.

Accepting and Processing Image Files and Availability of Funds.

We will accept Image Files transmitted in compliance with this Agreement for deposit to the accounts designated in the Authorization Form. Image Files shall be deemed received upon successful receipt of the transmission of Image Files that are complete, usable, and adhere to the data specifications set forth in this Agreement and any documentation we have provided to you. If the Image Files are not complete, are not useable, or do not adhere to such data specifications, we may not process the Image Files and we will notify you and adjust your deposit.

Image Files will be processed after we have received your transmission of the Image Files on Business Days at 9 AM, 11 AM, 1 PM, 3 PM, and 5 PM, Pacific Time. Image Files received after 5 PM Pacific Time (or on a non-Business Day) will be processed the following Business Day. We will use commercially reasonable efforts to present Image Files for collection. The availability of funds for items transmitted in accordance with the requirements of this Agreement within the timelines established by us is subject to our availability of funds policy set out in the Account Agreement. We reserve the right at any time to process Image Files on a collection basis and to place a hold on any Imaged Check deposited through the Image File Delivery Service. We may return any Item to you at any time for any reason.

If a payor financial institution returns an Item to us, we will charge the designated account for such returned Item, and may either (i) return the Item to you or (ii) re-present it to the payor financial institution before returning it to you. Items may be returned as a digitized image, rather than Substitute Checks, as agreed by the parties. If a payor financial institution or other third party makes a claim against us or seeks a re-credit with respect to any Imaged Check, we may provisionally freeze or hold aside a like amount in the designated account pending investigation and resolution of the claim.

Suspension of Service.

We may immediately suspend the Image File Delivery Service or the processing of any Image File if we believe that there has been a breach in the security of the Image File Delivery Service, fraud involving your accounts or the Imaged Check, or any uncertainty as to the authorization or accuracy of Image Files.

Eligible Accounts and Dollar Limits.

You will only deposit to Eligible Accounts up to but not exceeding limits we determine from time to time. Limits may be established for per-Item and/or aggregate dollar volume limits.



Software and Equipment.

You are solely responsible for obtaining, installing and operating any and all equipment or technology reasonably necessary to create and transmit Image Files, including without limitation, equipment or technology used to transmit items to us via the Internet. We may provide minimum specifications for all such equipment or technology. You will ensure that the equipment used for the Image File Delivery Service is operating properly and will inspect and verify the quality of the Image Files.

Risk Management and Periodic Audits.

You agree to cooperate with us to facilitate our adherence to regulatory guidance concerning risk management of remote deposit capture, including agreeing that we may require specific internal controls and periodically request additional information regarding your use of the Image File Delivery Services. You will comply with requests for periodic audits we deem necessary. Audits may be in the form of (i) a request to complete a survey or assessment or (ii) an onsite audit we or our designated representative perform. You agree to provide us with notice of any significant changes to users, activity, security or policies relating to the Image File Delivery Services. You agree to immediately notify us of any security incidents or breaches at the physical location (or affecting any equipment or technology) used for the Image File Delivery Services.

Retention, Storage, and Disposal.

If you do not use a third party to create the Image Files, or if you use a third party that returns the Imaged Checks to you, you agree to (i) destroy or cause to be destroyed all Imaged Checks no earlier than fourteen (14) Business Days after the Image Date and no later than forty-five (45) Business Days after the Image Date, and (2) store all Imaged Checks by bundling them by date and storing them in a locked file cabinet, safe, lockbox, or other form of secure storage. You will use a paper shredder with cross-cut shredding or destruction service to destroy all Imaged Checks. If we determine that we require the original paper check, you will promptly provide any check you have not destroyed to us to aid us in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes. If a third party is responsible for creating Image Files and stores the Imaged Checks, you will ensure that the third party follows Security Procedures regarding the storage and destruction of these Image Files at least equivalent to those described in this paragraph.

Security and Training.

You will establish and maintain procedures to assure the confidentiality of secrecy of User Passwords, Imaged Checks, and Image Files, and will provide training to employees on such procedures. You are solely liable for any transactions that are made using a correct User Password, regardless of whether you authorized the transaction. You acknowledge and agree that this liability is based upon the fact that you are solely responsible for ensuring the secrecy of User Passwords and designating users who are authorized to use the Image File Delivery Services.

III.I. Stop Payments

You may place stop payment orders using our Online Stop Payment Service. To place a stop payment on a check or a series of checks, sign on to Treasury Prime and select the "Fraud Control" menu, then select "Stop Payments." All information requested must be provided before we can process a stop payment. Stop payment orders using the Online Stop Payment Service are also subject to the terms of the Account Agreement. If you send us an online stop payment order, we will send you a stop payment confirmation. If you wish to cancel the stop payment or change any information, follow the directions on the confirmation. There will be a fee for placing a stop payment. Please refer to the Business Fee Schedule for a description of this fee.

III.J. Consolidated Payables

The Consolidated Payables Service enables you to deliver combined remittance information to us electronically for processing. Using Treasury Prime's secure online portal or Secure File Transfer, you can upload a single file



containing any combination of eACH, eWires, account transfers, and Check Print files. We will then execute the payments as checks, wires, transfers, or ACH (electronic funds transfers), as applicable. You may elect through Treasury Prime's subscriptions to receive a confirmation and a transmission report. Each form of remittance request is subject to the terms of the applicable Treasury Service set forth in this Agreement.

III.K. Check Print

The Check Print Service ("Check Print") enables you to securely deliver to us an electronic file of payment instructions that we forward to our designated vendor. The vendor will print and mail paper checks to the payees you designate. Checks will be drawn on the Eligible Account(s) you have chosen for the Check Print Service.

File Transmission and Processing.

You may transmit Check Print Files to us at any time. We will transmit Check Print Files to our vendor for processing on Business Days twice daily at 10 AM and 3 PM Pacific Time. Our vendor will print and mail checks within two (2) Business Days of receipt of the transmission for processing. Check Print Files must contain all data required by us in order for the checks to be printed and mailed within the specified time frame. "Check Print File" means a data file containing check information, including, but not limited to, payee name, check amount, check number, mailing address, invoice information, and Eligible Account number. We will cause checks to be printed and mailed in accordance with each submitted Check Print File and the terms of this Agreement. You agree to comply with the Security Procedures we establish from time to time for Check Print.

Digital Signatures.

You will provide us with an electronic copy of the signature of an Authorized Signer on each Eligible Account from which checks are to be drawn in accordance with the specifications and in a format we prescribe. You authorize and direct us (and, as applicable, our agents and vendors) to apply such digital signature to each check created from information contained in the Check Print File and drawn on the Eligible Accounts. You agree that checks issued in accordance with this Agreement will be deemed properly authorized by you for all purposes. You agree to notify us immediately of any change in the Authorized Signer whose signature you have provided for Check Print.

Notification of File Upload and Status.

If you elect to receive notice through Treasury Prime's optional subscriptions, for each Check Print File you transmit through Check Print, we will notify you whether the Check Print File was successfully validated, as well as any changes in the status of the Check Print File. The notice may include, depending on the report selected, with respect to each Check Print File: (i) the total dollar amount of records contained in the Check Print File; (ii) the total number of requests in the Check Print File; (iii) the Check Print File status; and (iv) if applicable, certain errors systematically identified with respect to the information in the Check Print File.

Print Confirmations.

If you elect to receive notice through Treasury Prime's optional subscriptions, at the end of the Business Day after checks are printed and mailed on your behalf, we (or our agent or vendor) will send you a confirmation that the requested checks have been printed and mailed ("Print Confirmation"). The Print Confirmation for each Check Print File will include a list of the checks printed and mailed with the account number, dollar amount, check number, and payee name for each check.

Errors.

A Check Print File can be uploaded and processed even if it contains errors. Errors can occur if the Check Print File or an item does not conform to our requirements or specifications. During the upload process you will be notified of any Check Print File- or item- related errors that we detect. If you determine there was an error in a Check Print File that was successfully delivered to us through Check Print, notify us immediately by contacting the Commercial Account Service Center at (877) 423- 9742 or (206) 626-8108. If you contact us prior to the time we transmit your Check Print File to our vendor, we may cancel the transmission of your Check Print File. If you contact



us after your Check Print File has been transmitted to the vendor, we may use reasonable efforts to contact the vendor and attempt to retrieve the item before the check is printed and mailed. We cannot guarantee that we will be successful in retrieving any item that we have transmitted to the vendor. If you identify an error and the check cannot be retrieved before it is printed and mailed, you may use our Online Stop Payment Service.

Use of Vendors.

You understand and agree that we may use vendors, agents, and subcontractors in connection with providing the Check Print Service, including to apply your digital signature to checks and to print and mail checks, and you expressly authorize us to do so.

Liability.

You are solely responsible and liable for all checks issued, printed and mailed in accordance with this Agreement and release the Bank and its vendors, agents, and subcontractors from any liability in connection therewith. Without limiting any provisions in this Agreement, we are not liable for any loss arising in connection with (i) the failure to cause any check to be printed and mailed as provided in this Agreement if we do not receive the Check Print File containing the required data for such check in a timely and accurate manner, or (ii) any check printed and mailed as a result of an error in a Check Print File that you transmitted to us.

III.K. CheckFree®

We offer electronic bill payment services through Check Free Services Corporation's CheckFree® Small Business (CheckFree). Use of CheckFree is governed by the *CheckFree® Terms and Conditions of the Bill Payment Service*, which is available when you access the CheckFree service. CheckFree allows you pay invoices electronically, set up automatic payments, consolidate multiple invoices into one vendor payment, and create payment reminders. Please refer to the Business Fee Schedule for a description of applicable fees.

IV. TREASURY EXPRESS TREASURY SERVICES

IV.A. Available Treasury Express Services

Treasury Express allows you to perform the following actions:

- Perform online administration of your Treasury Express services.
- Review a summary of your Eligible Accounts and account activity, check images, wire transfers, and ACH entries for a period of eighteen (18) months.
- Advance funds from Eligible Loan Accounts to Eligible Deposit Accounts.
- Transfer funds between Eligible Accounts (one-time and recurring).
- Submit payments to Eligible Loan Accounts.
- Change User Passwords.
- Stop payment on checks that have not been paid.



- View eighteen (18) months of eStatements (and other Notices).
- Send and receive secure electronic messaging (*i.e.*, through the Secure Messaging Inbox).
- Initiate outgoing domestic wire transfers (eWire).
- Deposit checks with a Mobile Device using the Treasury Express mobile app.
- Initiate payment transactions through the ACH Network (eACH).
- Pay invoices electronically (CheckFree®).

We may periodically make available new services or products through Treasury Express. You agree that if you use or acquire any such services or products after they become available, you will be legally bound by all additional terms, as well as by this Agreement.

IV.B. Electronic ACH Transactions (eACH)

Definitions

For purposes of our eACH Service offered through Treasury Express, the following additional definitions apply:

- **"ACH Operator"** means a financial institution or other company selected by the Bank in its sole discretion that accepts ACH files from ODFIs, sorts and distributes ACH files to RDFIs, and effects settlement between the financial institutions that are parties to ACH transaction.
- **"Credit Entry"** means an Entry originated by you to transfer funds to the account of a Designated Account Holder.
- **"Designated Account Holder"** means persons or entities whose accounts you request to initiate funds transfers into or out of in connection with the eACH Service.
- **"Designated Account Holder's Account"** means the account specified in the ACH authorization form executed by the Designated Account Holder.
- **"eACH Service"** means the ACH Service offered through Treasury Express.
- **"Effective Entry Date"** means the date on which settlement of an Entry is scheduled to occur.
- **"Entry"** or **"Entries"** shall have the meaning provided in the NACHA Rules and shall also mean (i) the data received from you under this Agreement from which we prepare Entries, and (ii) for purposes of the Sections entitled "Cancellation and Amendment of Entries; Reversals," "Dual Control," and "Exceeding Exposure Limits," any request from you for reversal of an Entry.
- **"Maximum Settlement Limit"** means the maximum dollar value of all unsettled (*i.e.*, outstanding) Credit Entries under all company identification numbers that we will allow.
- **"ODFI"** is an acronym for Originating Depository Financial Institution. We operate as an ODFI when we initiate (originate) Entries on your behalf.
- **"On-Us Entry"** means a Debit Entry or Credit Entry made between you and an account at the Bank.



- **“Payment Date”** means the pre-set date you choose for the Entry to post to the Designated Account Holder’s Account. The actual posting will take place on the Settlement Date (see below).
- **“RDFI”** is an acronym for Receiving Depository Financial Institution. We operate as an RDFI when we receive an Entry from ACH Operator and debit or credit your accounts as instructed by the Entry.
- **“Same Day Credit Entry”** means a Credit Entry we receive on the same Business Day as its Effective Entry Date (or that has a same day indicator, if applicable).
- **“Same Day Entry”** means a Same Day Credit Entry.
- **“Security Procedures”** means, collectively, the various Security Procedures set forth in this Agreement, along with any other security procedures set forth under the NACHA Rules that are designed to stop the dissemination and transmission of unauthorized Entries.
- **“Settlement Date”** means the date that an exchange of funds with respect to an Entry is reflected on the books of the Federal Reserve Bank(s). Funds will post to the Designated Account Holder’s account on the Settlement Date.
- **“Third-Party Sender”** means an intermediary between the company originating the ACH payment and the ODFI of that transaction, as defined in the NACHA Rules.

NACHA Rules.

By using the eACH Service, you agree to comply with the NACHA Rules. If you are a Third-Party Sender, you agree to inform us and agree to cooperate in our registration of you as a Third-Party Sender, as provided in the NACHA Rules. We reserve the right to audit your compliance with the NACHA Rules and this Agreement. At your reasonable request, we will make a copy of the NACHA Rules available to you (or direct you to where you may obtain a copy of the NACHA Rules from the NACHA website).

Compliance with Applicable Law.

You agree that you will not initiate any ACH Entries in violation of Applicable Law. You are responsible for ensuring that any Entries initiated through the eACH Service are not subject to sanctions enforced by OFAC. You agree that if we identify a potential violation of OFAC sanctions that we may act upon the Entry as required by Applicable Law and in accordance with the NACHA Rules. You are restricted to only transmitting PPD (Prearranged Payment and Deposit) and CCD (Corporate Credit) Entries.

Delivery Requirements.

You will deliver all Entries to us in compliance with the formatting and other requirements provided by us, including those in this Agreement.

Maximum Settlement Limit.

We may set a Maximum Settlement Limit for you in writing and may from time to time increase or decrease this limit. We will also set batch limits commensurate with your ACH processing needs. The total dollar amount of Entries transmitted by you may not exceed this Maximum Settlement Limit. We will reject batches that exceed any such limits and will notify you if such rejection occurs. To avoid processing delays or rejection of batches, you agree not to send batches that exceed the limits set by us.

Prefunding.

By default, we require all originators to prefund for ACH credit settlement of a transaction. You must prefund your Eligible Deposit Account prior to the submission date of a Credit Entry or file, or before crediting the Designated Account Holder’s Account in the case of an On-Us Entry (**“Prefunding”**). We will systematically hold the funds for



batch settlement from the date of receipt to the effective date of the transaction. You shall maintain a sufficient Available Balance in the Eligible Deposit Account to settle for the Credit Entries at the time you originate them. We will not be obligated to process Entries unless a sufficient Available Balance is in the Eligible Deposit Account. As a courtesy, we may attempt to process the transaction on two (2) subsequent Business Days prior to rejecting the batch.

Security Procedures.

You and we will comply with the Security Procedures with respect to Entries you transmit to us. We may reject any Entry that we believe or suspect does not comply with the Security Procedures.

Designated Account Holder Authorizations and Record Retention.

Before you initiate the first Entry to a Designated Account Holder's Account, you must obtain from the Designated Account Holder an authorization that complies with NACHA Rules to initiate one or more Entries to the Designated Account Holder's Account. You must provide the Designated Account Holder with a copy of the authorization. Each Entry thereafter must be made pursuant to the authorization, and you will not initiate an Entry after the authorization has been revoked or the arrangement between you and such Designated Account Holder has terminated. You agree to retain Designated Account Holder authorizations for two (2) years after they are terminated. You agree to immediately furnish any authorizations and related documents to us upon our request. As a courtesy, we may provide a sample ACH authorization form upon your reasonable request.

Cancellation and Amendment of Entries; Reversals.

Through the eACH Service, you may cancel an Entry if it has not yet been delivered to us or submit a reversal of an Entry up to five (5) Business Days after the Settlement Date. We may in our sole discretion use reasonable efforts to act on a request by you for reversal of an Entry file pursuant to the NACHA Rules; provided, however, that we will not be liable for interest or losses if such reversal is not affected. Any request by you for reversal of an Entry must comply with the provisions of the Sections entitled "Delivery Requirements" and "Security Procedures (and Dual Control)." You agree to reimburse us for any expenses, losses, or damages we may incur in effecting or attempting to complete your request for the reversal of an Entry.

Processing, Transmittal and Settlement by the Bank.

Except as otherwise provided in this Agreement, we will process Entries we receive from you in conformance with the requirements set forth in this Agreement, transmit Entries as an ODFI to an ACH Operator, and settle Entries as provided in the NACHA Rules.

Transmittal of Same Day Entries.

We will use reasonable efforts to transmit any Same Day Entry to the ACH Operator on the Business Day we receive it, if (i) we receive the Same Day Entry no later than 11 AM Pacific Time, (ii) the Effective Entry Date of the Entry is the Business Day we receive it or you have selected the option for same day ACH processing, as applicable, and (iii) the ACH Operator is open for business on the Business Day we receive the Same Day Entry. Under the NACHA Rules, Entries for international transactions and those above \$1,000,000 are not eligible for same day processing.

Transmittal of Other Entries.

We will transmit Entries to the ACH Operator by the deadline of the ACH Operator either one (1) or two (2) Business Days prior to the Effective Entry Date shown in the Entries, provided that (i) we receive the Entries on a Business Day no later than 5 PM Pacific Time one (1) Business Day prior to the Effective Entry date; (ii) the Effective Entry Date is at least one (1) Business Day after the Business Day we receive the Entry, and (iii) the ACH Operator is open for business on the Business Day we receive the Entry. Entries will be deemed received by us when the electronic transmission (and compliance with any related Security Procedure) is completed in accordance with the provisions of the Sections entitled "Delivery Requirements" and "Security Procedures (and Dual Control)."

If any of the requirements of clauses (i) or (ii) of the preceding paragraph are not met, we will use reasonable efforts to transmit Entries to the ACH Operator by the next deposit deadline of the ACH Operator that is a Business Day.



If the Effective Entry Date is a federal holiday, we will transmit the Entry on the Business Day prior to the federal holiday. You are responsible for the timing of Entries to correspond to the Settlement Date of such Entries.

On-Ups Entries.

Except as provided in the Section entitled "Rejection of Entries," in the case of an On-Ups Entry, we will credit the Designated Account Holder's Account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in the Sections entitled "Transmittal of Same Day Entries" or "Transmittal of Other Entries," as applicable, are met. If these requirements are not met, we will use reasonable efforts to credit the Designated Account Holder's Account in the amount of the Entry on the next Business Day following the original Effective Entry Date.

Rejection of Entries.

We may reject any Entry for any reason. We will in good faith attempt to notify you of such rejection (either electronically, in writing, by telephone, or as otherwise agreed to by us and you) no later than the Effective Entry Date of the rejected Entry. We will not be liable to you for the rejection of any Entry, for your non-receipt of a notice given to you, or for the failure to give notice of rejection at an earlier time than that provided for in this Agreement. We will not be required to pay you interest on a rejected Entry for the period from rejection of the Entry to your receipt of the notice of rejection.

Notice of Returned Entries.

We will notify you either electronically, in writing, by telephone, or as otherwise agreed to by us and you of the receipt of an Entry returned by the ACH Operator no later than one (1) Business Day after our receipt of the returned Entry. We have no obligation to re-execute a returned Entry.

Provisional Payment.

You represent to us and agree to be bound by the provision of the NACHA Rules making payment of an Entry by the RDFI to the Designated Account Holder provisional until receipt by the RDFI of final settlement for such Entry, and specifically acknowledge receipt of notice of that NACHA Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Designated Account Holder of the amount credited and you shall not be deemed to have paid the Designated Account Holder the amount of the Entry.

Available Balance and Settlement.

You shall at all times maintain a sufficient Available Balance in your Eligible Deposit Accounts to pay the amount of all Credit Entries, Adjustment Entries, fees and other amounts which you are obligated to pay us under this Agreement. We in our sole discretion may require you to have a sufficient Available Balance in your Eligible Deposit Accounts to cover the amount of a Credit Entry prior to our transmittal of such Entry to the ACH Operator or our crediting of a Designated Account Holder's Account in the amount of an On-Ups Entry, regardless of the payment due or value date (such as Prefunding). In the absence of such a requirement, you will be obligated to have a sufficient Available Balance in your Eligible Deposit Accounts at such time on the Settlement Date with respect to each such Entry or, in the case of an On-Ups Entry, the date of crediting the Designated Account Holder's Account, as we in our sole discretion may determine.

Security Procedures (and Dual Control).

You agree to comply with any and all Security Procedures that we establish from time to time in connection with the eACH Service. We may reject any Entry that we believe or suspect does not comply with any of our Security Procedures. As noted above, these Security Procedures include (without limitation) Dual Control, which requires different individuals to initiate and approve Entries (e.g., one individual to initiate an Entry, and one or more different individuals to approve it). As part of Dual Control, you shall have one user initiate each Entry and one (or more) separate user(s) verify and approve the Entry prior to funds movement. In some cases, you (and/or your Online Administrator) may choose to establish a dollar limit threshold that will allow a single user to both initiate and approve an Entry, so long as the Entry does not exceed the dollar limit threshold. This dollar limit threshold



may be established at the user level (and may vary among users), provided that the dollar limit threshold does not exceed any limit(s) or other requirements the Bank may impose from time to time.

Exceeding Exposure Limits.

The eACH Service will reject any Entry or file that exceeds the exposure limits designated by us from time to time (the “**Exposure Limits**”). Requests to exceed the Exposure Limits must be approved by us prior to any transmission of an Entry or file that would exceed the designated Exposure Limit.

Authorized Entries.

If we receive an Entry authorized by you (or if you are otherwise bound by the Entry under the law of agency), it will be effective as your Entry (and binding upon you), regardless of whether we complied with the Security Procedures with respect to that Entry or whether that Entry was erroneous in any respect or that error would have been detected if we had complied with such Security Procedure(s).

Unauthorized Entries.

If an Entry delivered to us was not in fact authorized by you, it will nevertheless be considered authorized by (and binding upon) you if we accepted the Entry in good faith and in compliance with the Security Procedures with respect to such Entry. In the event you are aware of the possibility of error or lack of authority in the transmission of an Entry or any request or communication relating thereto, regardless of source of information regarding such error or lack of authority, you shall immediately notify us by telephone, followed by confirmation in writing. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY UNAUTHORIZED ENTRY THAT WE ACCEPT IN GOOD FAITH AND IN COMPLIANCE WITH THE SECURITY PROCEDURES.

Inconsistent Entries.

You acknowledge and agree that (i) if an Entry describes the Designated Account Holder inconsistently by name and account number, payment of the Entry we transmit to an 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 even if it identifies a person different from the named Designated Account Holder, and that your obligations to pay us the amount of the Entry is not excused in such circumstances, and (ii) if an Entry describes a RDFI inconsistently by name and identifying number, payment of the Entry may be made on the basis of the identifying number even if it identifies an RDFI different from the named RDFI, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances.

Your Representations and Warranties.

You represent and warrant that for each Entry you deliver to us: (i) the Entry complies with the terms of this Agreement and the NACHA Rules; (ii) you have complied with the NACHA Rules with respect to the Entry; (iii) there has not been and shall not later be any breach of any warranty by you as an originator and the Entry will not cause any breach of warranty by us as an ODFI under the NACHA Rules; (iv) you have not breached any warranty contained in this Agreement; and (v) the Entry complies with all Applicable Law, including but not limited to the Electronic Fund Transfer Act and Regulation E.

Notices and Statements.

We are not required to and may not provide you or Designated Account Holders with notice of receipt, our transmittal, or crediting or debiting of Entries. Entries and other debits and credits to your Eligible Deposit Account will be reflected on the periodic statement for your Eligible Deposit Account. You must notify us of any unauthorized or erroneous Entries or any other discrepancy or error on the periodic statement as provided in the Account Agreement. We will not be liable for any interest or losses resulting from your failure to give such notice.

Confidentiality.

You acknowledge that you will have access to certain confidential information regarding our execution of Entries, the Security Procedures, and the services contemplated by this Agreement. You will not disclose any confidential information of the Bank and shall use such confidential information only in connection with the transactions contemplated by this Agreement.



Delivery Media and Records.

All delivery media, Entries, Security Procedures, and 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 any such information available to you will be paid by you.

Instructions and Notices.

We will be entitled to rely on any oral or written notice, response, or other communication we believe to be genuine and to have been provided by the Online Administrator or any of your users, and any such communication shall be deemed to have been provided by such person on your behalf. Any Entry or other data or information we receive from or transmit to a third-party data processor selected by you will be deemed to have been received from or transmitted to you, and such vendor shall be deemed your agent. You must provide us with notice of use of such vendors and notice of change of vendors. Such notice shall be effective on a date agreed to by both parties.

IV.C. Wire Transfer Services (eWire)

You may initiate outgoing domestic wire transfers from certain types of Eligible Accounts (the “**eWire Service**”). Each Eligible Account from which we allow you to initiate wire transfers is referred to as a “**Wire Transfer Account**.” You may request additional Wire Transfer Accounts by completing an updated Authorization Form. If approved, new Wire Transfer Accounts are generally available within twenty-four (24) hours of our receipt of the completed Authorization Form.

You may request the eWire Service by completing and submitting an Authorization Form. By completing and submitting an Authorization Form or permitting anyone to initiate a request for a wire transfer from a Wire Transfer Account (each, a “**Wire Transfer Request**”), you agree to the terms and conditions of this Section. In addition to the terms of this Agreement, this Section incorporates by reference: (i) the designations and other information you provide in the Authorization Form; and (ii) any instructions or additional information that may be provided to you regarding the eWire Service by us or through Treasury Express from time to time.

Authorization for eWire Service.

You authorize and direct us to process each Wire Transfer Request submitted through the eWire Service and in compliance with the Security Procedures described in this Agreement. We have no obligation at any time to process any Wire Transfer Request that exceeds the Available Balance in the Wire Transfer Account (and any related linked account) at the time that you initiate the Wire Transfer Request. We have the right, but not the obligation, to refuse to process any Wire Transfer Request for the purpose of determining whether you authorized the Wire Transfer Request and shall incur no liability for any delay caused by exercising this right. Wire transfers are “**funds transfers**” under and for purposes of Article 4A of the UCC.

Security Procedures (and Dual Control).

You agree to comply with any and all Security Procedures that we establish from time to time in connection with the eWire Service. We may reject any Wire Transfer Request that we believe or suspect does not comply with any of our Security Procedures. As noted above, these Security Procedures include (without limitation) Dual Control, which requires different individuals to initiate and approve Wire Transfer Requests (e.g., one individual to initiate a Wire Transfer Request, and one or more different individuals to approve it). As part of Dual Control, you shall have one user initiate each Wire Transfer Request and one (or more) separate user(s) verify and approve the Wire Transfer Request prior to funds movement. In some cases, you (and/or your Online Administrator) may choose to establish a dollar limit threshold that will allow a single user to both initiate and approve a Wire Transfer Request, so long as the Wire Transfer Request does not exceed the dollar limit threshold. This dollar limit threshold may be established at the user level (and may vary among users), provided that the dollar limit threshold does not exceed any limit(s) or other requirements the Bank may impose from time to time.



Authorized Wire Transfer Requests.

If we receive a Wire Transfer Request (or any request for cancellation or amendment of a Wire Transfer Request) authorized by you (or if you are otherwise bound by the Wire Transfer Request (or request for cancellation or amendment) under the law of agency), it will be effective as your Wire Transfer Request (and binding upon you), regardless of whether we complied with the Security Procedures with respect to that Wire Transfer Request or whether that Wire Transfer Request was erroneous in any respect or that error would have been detected if we had complied with such Security Procedures.

Unauthorized Wire Transfer Requests.

If a Wire Transfer Request delivered to us was not in fact authorized by you, it will nevertheless be considered authorized by (and binding upon) you if we accepted the Wire Transfer Request in good faith and in compliance with the Security Procedures with respect to such Wire Transfer Request. In the event you are aware of the possibility of error or lack of authority in the transmission of a Wire Transfer Request or any request or communication relating thereto, regardless of source of information regarding such error or lack of authority, you shall immediately notify us by telephone, followed by confirmation in writing. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY UNAUTHORIZED WIRE TRANSFER REQUEST THAT WE ACCEPT IN GOOD FAITH AND IN COMPLIANCE WITH THE SECURITY PROCEDURES.

Compliance with Applicable Law.

You agree that your use of the eWire Services and all Wire Transfer Requests will comply with Applicable Law.

Initiating Wire Transfers.

Wire transfers may only originate from Wire Transfer Accounts and may be to any other account with the Bank, an affiliate of the Bank, or another bank or financial institution. You agree that all Wire Transfer Requests you originate through the eWire Service, will comply with the Security Procedures.

Honoring Wire Transfers.

We will accept a Wire Transfer Request only if the request is placed in accordance with the terms and requirements stated in this Agreement and the onscreen terms. We have no obligation to honor, either in whole or in part, a Wire Transfer Request (or the cancellation or amendment thereto) that: (i) exceeds the Available Balance in the Wire Transfer Account (and any related linked account) from which the transfer is requested; (ii) is not in accordance with each term and condition provided for in this Agreement and Applicable Law; (iii) is not, or we believe may not be, authorized or correct; or (iv) is impracticable or not feasible to accept. In addition, we shall be excused from failure or delay in issuing or accepting a Wire Transfer Request if such issuance or acceptance would result in the Bank's exceeding any limitation upon its intraday net funds position established pursuant to present or future guidelines or otherwise violating any provision of any present or future bank regulatory statute, rule, regulation or risk control program. If the applicable Wire Transfer Account does not contain sufficient funds for the requested wire transfer, we may, at our option, accept the Wire Transfer Request and debit any such account into overdraft, and we shall not be liable for damages to you as a result thereof; provided, we have no obligation to debit any such account into overdraft. If we create an overdraft to complete a wire transfer, you agree to pay to us the amount of the overdraft upon demand, and, if applicable, interest accruing on the amount of the overdraft from the date of its creation at the maximum rate of interest permitted under Applicable Law. You hereby authorize us to charge any of your accounts held by us at any time for such amount.

Except as otherwise provided in this Section, we agree to use reasonable efforts to execute each Wire Transfer Request on the date received, provided that: (i) we receive your Wire Transfer Request no later than 2 PM Pacific Time; and (ii) such day is a Business Day for us, the Federal Reserve, and the beneficiary's bank. In executing the Wire Transfer Request, we may utilize such means of transmission as we reasonably select. If you originate multiple Wire Transfer Requests for execution on the same day, we may execute the Wire Transfer Requests in any order convenient to us. If you direct us to use a specific intermediary bank or specific means of execution, you assume all risks of failure or of non-payment by the intermediary bank and all risks of loss by the means directed.



Canceling or Amending Wire Transfer Requests.

If you wish to cancel or amend a Wire Transfer Request previously transmitted to us, you must transmit notice of the requested cancellation or amendment in compliance with this Agreement, and you must include the amount and recipient of the Wire Transfer Request in the notice. We may make a commercially reasonable effort to comply with any request you make to cancel or amend a Wire Transfer Request that is made before our acceptance of the Wire Transfer Request but only if our Wire Transfer Department has been given sufficient notice and a reasonable opportunity and period of time to act on it. We have no obligation or duty to cancel or amend a Wire Transfer Request received from you after we accept the Wire Transfer Request. If we consent to cancel or amend an accepted Wire Transfer Request, you shall indemnify and hold us harmless for all loss and expense, including attorneys' fees, relating to the cancellation and amendment or attempted cancellation and amendment.

Types of Wire Transfers.

The eWire Service permits you to submit one-time Wire Transfers Requests and to develop templates for semi-repetitive and repetitive Wire Transfer Requests. The eWire Service through Treasury Express permits only domestic Wire Transfer Requests.

Governmental and Third-Party Fees.

You agree to pay and reimburse us for all governmental and third-party fees or taxes arising out of or related to our providing the eWire Service to you.

Reliance on Your Instructions.

You understand and agree that, unless we, in our sole discretion, elect to confirm any Wire Transfer Request, we will not verify the terms of any Wire Transfer Request submitted under this Section. You are solely responsible for the accuracy and completeness of all data, instructions or other information provided to us regarding any wire transfer initiated. You authorize us to process each Wire Transfer Request submitted in accordance with the information that we receive from you in accordance with the Security Procedures. We shall have no responsibility for any erroneous information you provide and no liability for any losses you may suffer that arise from or relate to any erroneous information you provide for any Wire Transfer Request submitted under this Agreement.

Representations and Warranties.

You represent and warrant that each electronic communication submitted to us through the eWire Service, including without limitation, each Wire Transfer Request, shall comply with this Agreement and all Applicable Law. You also represent and warrant that: (i) no Wire Transfer Account is a "consumer account" as contemplated by the Electronic Fund Transfer Act and Regulation E; and (ii) you will submit a Wire Transfer Request on a Wire Transfer Account only for commercial purposes, and never for personal, family or household purposes. You agree to promptly provide any additional information and to execute any additional documents or agreements that we may request from time to time in connection with your use of the eWire Service.

Identifying Information.

You understand and agree that all wire transfers shall be executed on the basis of the following information provided in your Wire Transfer Request (which is referred to collectively as "**Identifying Numbers**"): (i) the account number or other Identifying Number for the beneficiary; and (ii) the Identifying Number for any bank to or through which the funds are to be sent (a "**Receiving Bank**"). We and any other bank processing the Wire Transfer Request (each, a "**Processing Bank**") may rely solely on the Identifying Numbers that you provide in your Wire Transfer Request, regardless of whether the order also identifies the beneficiary or Receiving Bank by name, and no Processing Bank has any obligation to confirm that any Identifying Number applies to any named beneficiary or Receiving Bank or to identify any discrepancy between any Identifying Number and the name provided for any beneficiary or Receiving Bank. We have no obligation to determine whether the recipient identified in any Wire Transfer Request is the accountholder for the account to which funds are to be transferred. If your instructions for any Wire Transfer Request contain any inconsistent information or other discrepancy regarding the name of the intended recipient and the account into which the funds are to be transferred, we shall make the transfer on the basis of the account number, even if that number identifies an account held by a person or entity other than the



named recipient. If a Wire Transfer Request issued by you identifies an intermediary bank or beneficiary's bank only by an Identifying Number or by both name and Identifying Number, the Receiving Bank may rely on the Identifying Number as the proper identification of the intermediary bank or beneficiary's bank, even if such number identifies a person or entity different from the bank identified by name; and the Receiving Bank need not determine whether the name and number refer to the same person or entity or whether the number refers to the bank. The foregoing is intended to be consistent with and subject to the terms and provisions of Sections 4A-207 and 4A-208 of the UCC.

IV.D. Mobile Deposit

Mobile Deposit is offered by accessing our Treasury Express mobile banking app and selecting Mobile Deposit. The Mobile Deposit Service allows you to utilize your camera-enabled Mobile Device to deposit checks to your Eligible Accounts by scanning a check and electronically delivering the digital image of the check and associated deposit information to us. You are responsible for the operation of your camera-enabled Mobile Device.

Eligible Checks.

Items deposited must be "checks" as defined under Regulation CC and must meet all the following requirements to be eligible for deposit through the Mobile Deposit Service: (i) they are payable to you and not to "Cash" or any indefinite payee or to a person other than you, even if endorsed to you; (ii) they have the original signature of the drawer; (iii) they were not created from an electronic image; (iv) they are not irregular in any way, as determined by us in our sole discretion; (v) they were not previously returned unpaid; (vi) they are dated; (vii) they are not postdated or more than six (6) months old; (viii) they are drawn on a U.S. financial institution payable in U.S. Dollars; and (ix) they are not a traveler's check. We may in our sole discretion return or reject a deposited item that does not comply with these eligible check requirements (or with any other terms of this Agreement).

Use of the Mobile Deposit Service.

By using the Mobile Deposit Service, you represent and warrant that: (i) you will not use the Mobile Deposit Service in connection with or in furtherance of money laundering or other illicit purposes; (ii) none of your transactions to be processed by us are prohibited by any Applicable Law, order or judgment; (iii) none of your employees are on the OFAC Specially Designated Nationals List; (iv) each imaged check is made payable or endorsed to your order, (v) all signatures on the imaged checks are authentic and authorized; (vi) no imaged check has been altered; (vii) each imaged check is drawn on a U.S. financial institution and made payable in U.S. Dollars; (viii) no imaged check has been paid, previously scanned, imaged or otherwise presented or transmitted to us or any other financial institution, entity or person for payment or anything else of value.

Collection.

The manner in which the checks you deposit are cleared, presented for payment, and collected from the makers of the checks and the financial institutions upon which they are drawn is in our sole discretion.

Image Quality.

The image of an item transmitted to us using the Mobile Deposit Service must be legible. The image quality of the check or item must comply with the requirements established from time to time by the American National Standard Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsement.

You agree to endorse properly each check you deposit using the Mobile Deposit Service and to conspicuously and indelibly mark "**For Deposit Only at WaFd Bank**" beneath your endorsement.

Confirmation.



You will receive an electronic confirmation that the check image you transmitted to us via the Mobile Deposit Service has been accepted for deposit (or alternatively, an adjustment notice setting forth the reason it could not be deposited through the Mobile Deposit Service).

Risk Management and Periodic Audits.

You agree to cooperate with us to facilitate our adherence to regulatory guidance concerning risk management of remote deposit capture, including agreeing that we may require specific internal controls and periodically request additional information regarding your use of the Mobile Deposit Service. You will comply with requests for periodic audits we deem necessary. Audits may be in the form of (i) a request to complete a survey or assessment or (ii) an onsite audit we or our designated representative perform. You agree to provide us with notice of any significant changes to users, activity, security or policies relating to the Mobile Deposit Service. You agree to immediately notify us of any security incidents or breaches related to the Mobile Deposit Service.

Retention, Storage, and Disposal of Original Checks.

With respect to any original check for which you have transmitted a check image to us via the Mobile Deposit Service, you agree to (i) destroy or cause to be destroyed all original imaged checks no earlier than fourteen (14) Business Days after transmission and no later than forty-five (45) Business Days after transmission, and (ii) store all original imaged checks by bundling them by date and storing them in a locked file cabinet, safe, lockbox, or other form of secure storage. You will use a paper shredder with cross-cut shredding or destruction service to destroy all original imaged checks. If we determine that we require the original paper check, you will promptly provide any check you have not destroyed to us to aid us in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes.

Deposit Limits.

We have no obligation to accept for deposit any check you transmit using the Mobile Deposit Service: (i) if more than one check is included in the transmission; (ii) if you have already transmitted five (5) checks using the Mobile Deposit Service on that Business Day; (iii) that is in an amount greater than \$50,000; or (iv) if the amount of the check, when added to the amount of checks you already transmitted for deposit as of that Business Day, would exceed \$100,000. We reserve the right to modify these limits at any time and will provide you with any notice required by Applicable Law.

Processing Mobile Deposits and Availability of Funds.

You may deposit checks using your Mobile Device seven (7) days a week, however we only process the deposits on Business Days. Accepted deposits made prior to 3 PM Pacific Time on a Business Day will be credited by 6 PM Pacific Time the same Business Day. Accepted deposits made after 3 PM Pacific Time (or on a non-Business Day) will be credited the following Business Day. We reserve the right to place a hold on or to reject any item(s) deposited through the Mobile Deposit Service. The availability of funds deposited through Mobile Deposit is subject to our availability of funds policy set out in the Account Agreement.

IV.E. CheckFree®

We offer electronic bill payment services through Check Free Services Corporation's CheckFree® Small Business (CheckFree). Use of CheckFree is governed by the *CheckFree® Terms and Conditions of the Bill Payment Service*, which is available when you access the CheckFree service. CheckFree allows you pay invoices electronically, set up automatic payments, consolidate multiple invoices into one vendor payment, and create payment reminders. Please refer to the Business Fee Schedule for a description of applicable fees.

IV.F. Check Validation



Definitions.

For purposes of our Check Validation Service offered through Treasury Express, the following additional definitions apply:

- **“Paid Record Deadline”** means the time on each Business Day that we make available to you via Treasury Express information regarding presented checks paid against your Eligible Account(s) the previous Business Day.
- **“Return Decision Deadline”** means the time by which you must notify us of your decision(s) on any reported presented checks that should be dishonored or returned.
- **“Return Decision”** means your decision that a reported check should be dishonored or returned.

Paid Check Record.

By the Paid Record Deadline of 7 AM Pacific Time, the Bank will provide or otherwise make available to you, through Treasury Express, information regarding the presented checks paid against your Eligible Account(s) the previous Business Day. The presented information will include each check paid, along with the serial number and the amount processed through the Federal Reserve. You must compare this information to the checks actually issued by you.

Payment Instructions (and Additional Security Procedure).

You must compare the information provided by the Bank with your check or item issuance records. You shall notify us via Treasury Express prior to the Return Decision Deadline of 11 AM Pacific Time on the same Business Day of your Return Decision. We may rely on any instructions and Return Decisions received from you that are made in accordance with the requirements described in this Agreement and any terms disclosed within Treasury Express. As an additional Security Procedure in connection with our Check Validation Service, you must ensure that one user compares the information provided by the Bank with your check or item issuance records and a different user reviews and notifies us of your Return Decision before the Return Decision Deadline. You acknowledge and agree that we are authorized to finally pay any presented check listed in the Paid Check Record, unless you instruct us to return the check or item prior to the Return Decision Deadline.

Payment and Dishonor of Presented Checks.

We will pay or return presented checks in accordance with your Return Decision or pay as default as follows:

- **Return Decision:** When you provide a Return Decision, we will return to the depository bank any presented check drawn on your Eligible Account that you direct us to return via a Return Decision. We are not responsible for detecting any error(s) contained in any Return Decision you send to us. We reserve the right to require you to place a stop payment order on any check or item to be returned.
- **Pay as Default:** If you fail to provide a Return Decision to us in accordance with the terms and conditions of this Agreement, we will finally pay and charge to your Eligible Account, to the extent there is a sufficient Available Balance in the Eligible Account, any presented check drawn on that Eligible Account.

Checks Presented for Payment at Bank Teller Stations and Items-Converted-to-ACH.

Our Check Validation Service is not designed to compare your list of issued checks against checks that are (i) presented for payment over-the-counter at the Bank’s teller stations (“**Teller-Cashed Checks**”) or (ii) converted to an electronic transaction (such as an accounts receivable entry or “**ARC**”) that will be presented for payment through the ACH Network (“**Items-Converted-to-ACH**”). Teller-Cashed Checks and Items-Converted-to-ACH are not eligible for Return Decisions. When presented with a Teller-Cashed Check, we will attempt to contact you to validate the check. If we are unable to reach you, we will pay the Teller-Cashed Check and charge it to your Eligible Account. Teller-Cashed Checks and Items-Converted-to-ACH will be processed and paid in accordance with the



Bank's standard procedures as set forth in the Account Agreement or as otherwise provided under the NACHA Rules. Teller-Cashed Checks may be eligible for return in accordance with our standard procedures, which may require an affidavit. Items-Converted-to-ACH may be eligible for return if they meet the NACHA Rules. To determine if an item is eligible for return and to request a return, you must contact us.

Remedies.

To the extent applicable, the liability provisions of Articles 3 and 4 of the UCC shall govern the Check Validation Service, except as modified by this Agreement. To the extent permitted by UCC Articles 3 and 4, our liability related to the Check Validation Service shall in all cases be subject to the provisions of this Agreement, including without limitation any provisions that exclude or limit warranties made by, damages payable to or remedies available from the Bank.

Wrongful Honor.

It shall constitute wrongful honor if we pay a presented check for which you issued a Return Decision by the Return Decision Deadline. In the event that there is wrongful honor, the following shall apply:

- We will be liable to you for the lesser of the amount of the wrongfully paid presented check or your actual damages resulting from our payment of the presented check;
- We waive any right we may have to assert that you are liable for the amount of the wrongfully honored presented check on the grounds that the presented check was properly payable under UCC § 4-401;
- We retain the right to assert your failure to exercise reasonable care under UCC §§ 3-406 and 4-406; and
- We retain the right to assert the defense that you have sustained no actual damages because our honor of the presented check discharged for value your indebtedness.

Wrongful Dishonor.

Except as provided below, it shall constitute wrongful dishonor if we dishonor a presented check for which you have not issued a Return Decision by the Return Decision Deadline, and you agree as follows:

- Our liability for wrongful dishonor of a presented check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; and
- Notwithstanding the above, we shall have no liability to you for wrongful dishonor when we, acting in good faith, return a presented check: (i) that we reasonably believe is not properly payable; (ii) if there is an insufficient Available Balance in the Eligible Account; or (iii) because we are required to do so by the service of legal process on us or the instructions of regulatory or government authorities or courts.

Except as provided in the Section entitled "Information Regarding Presented Checks," the following shall apply:

- If we honor a presented check in accordance with the "Pay as Default" described above, such honor shall be rightful, and you waive any right you may have to assert that the presented check was not properly payable under UCC § 4-401;
- If we dishonor a presented check in accordance with your Return Decision, the dishonor shall be rightful, and you waive any right you may have to assert that the dishonor was wrongful under UCC § 4-402; and
- You agree that we exercise ordinary care whenever we rightfully pay or return a presented check consistent with the provisions of this Agreement.



Information Regarding Presented Checks.

You must notify us before the Paid Record Deadline if the information regarding presented checks is not available in Treasury Express by the Paid Record Deadline. We will make reasonable efforts to make the information about presented checks available to you and honor your instructions. Our failure to provide the information about presented checks will not discharge your obligation with regard to any check that was otherwise properly payable at the time of presentment.

Assignment.

To the extent that you suffer a loss in connection with our Check Validation Service, we assign to you any claim that we would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under UCC §§ 4-207, 4-208, and 4-209.

IV.G. Stop Payments

You can place stop payment orders using our Online Stop Payment Service. To place a stop payment on a check or a series of checks, sign on to Treasury Express and select "Stop Payments." All information requested must be provided before we can process a stop payment. Stop payment orders using the Online Stop Payment Service are subject to the terms of the Account Agreement. If you send us an online stop payment order, we will send you a stop payment confirmation. If you wish to cancel the stop payment or change any information, follow the directions on the confirmation. There will be a fee for placing a stop payment. Please refer to the Business Fee Schedule for a description of this fee.

V. OTHER TREASURY SERVICES

V.A. Wire Drawdown Requests

If you have authorized a third party to submit wire requests to the Bank on your behalf (each, a "**Wire Drawdown Request**"), we will honor the Wire Drawdown Request until you notify us to discontinue. You will provide us with a copy of any form you execute to authorize a Wire Drawdown Request. Upon receipt of a Wire Drawdown Request in the form of a Fedwire 1031 drawdown instruction, we will debit the account designated in the Wire Drawdown Request in the amount of the request and remit the funds to the requesting bank via a Fedwire 1032. Each Wire Drawdown Request received prior to 1:30 PM Pacific Time will be processed on the Business Day received. If the Wire Drawdown Request is received after 1:30 PM Pacific Time (or on a non-Business Day), we may process the request the following Business Day.

We will not honor a Wire Drawdown Request if (i) the amount of the Wire Drawdown Request exceeds the Available Balance in the account designated in the request; (ii) we have reason to doubt that you have authorized the Wire Drawdown Request; (iii) the Wire Drawdown Request involves funds subject to a hold, dispute or legal process preventing their withdrawal; or (iv) we determine in our sole discretion that the Wire Drawdown Request violates any Applicable Law. We will notify the requesting bank via Fedwire 1033 if we reject a Wire Drawdown Request.

You agree to pay any fees specified in the Business Fee Schedule for any Wire Drawdown Request we receive for an account you own. Please refer to the Business Fee Schedule for a description of these fees.

V.B. Remote Deposit Capture Services



The Remote Deposit Capture Service allows you to create electronic images of paper checks and to transmit the electronic images to us for deposit into your Eligible Account(s).

Definitions.

For purposes of our Remote Deposit Capture Services, the following additional definitions apply:

- **"Check"** has the meaning set forth in Federal Reserve Board Regulation CC (12 C.F.R. 229.2(k)).
- **"Image File"** means the image file created by scanning a check and transmitting it to us pursuant to this Agreement.
- **"Image Date"** means the Business Day we received the applicable Image File transmitted by you pursuant to the terms of this Agreement. Any Image File we receive after our regular business hours (or on a non-Business Day) will be deemed to have been received on the next Business Day.
- **"IRD"** means an "Image Replacement Document" as defined in X9.100-140 of the standards of the American National Standards Institute.
- **"Item"** includes a scanned check and any Image File or IRD that represents a scanned check.
- **"Scanner"** means a scanner used to create the Image File, which may be either purchased from our third party vendor or provided by you and approved by us.
- **"Remote Deposit Capture Service"** means our service that enables you to deposit checks electronically by digitally scanning the check using a Scanner and transmitting the electronic image to us through the Internet using scanner driver software you download from our designated provider.
- **"Scanned Check"** means any check deposited or processed as an Image File pursuant to this Agreement.
- **"Substitute Check"** means a paper reproduction of a check that satisfies the requirements and definition of a "substitute check" set forth in Federal Reserve Board Regulation CC (12 C.F.R. Part 229).

Eligible Items.

We cannot accept non-cash items for deposit through the Remote Deposit Capture Service. Only the following Checks are eligible for deposit through the Remote Deposit Capture Service: (i) they have the original signature of the drawer; (ii) they were not created from an electronic image; (iii) they are not irregular in any way, as determined by us in our sole discretion; (iv) they were not previously returned unpaid; (v) they are dated; (vi) they are not postdated or more than six (6) months old; (vii) they are drawn on a U.S. financial institution payable in U.S. Dollars; (viii) they are not a traveler's check; (ix) you are a holder-in-due-course; and (x) they are not Substitute Checks. We may in our sole discretion return or reject a deposited item that does not comply with these requirements.

Representations and Warranties.

With respect to each Image File transmitted to us, you represent and warrant that: (i) it is a digitized image of the front and back of the Scanned Check; (ii) it accurately represents all the information on the front and back of the Scanned Check as of the time you created the Image File; and (iii) it contains all necessary endorsements applied by the parties that previously handled the Scanned Check for forward collection or return, and you make all transfer and presentment warranties under Applicable Law and the Account Agreement.

Use of the Remote Deposit Capture Service.



By using the Remote Deposit Capture Service, you represent and warrant that: (i) you will not use the Service in connection with or in furtherance of money laundering or other illicit purposes; (ii) none of your transactions to be processed by us are prohibited by any Applicable Law, order or judgment; (iii) none of your employees are on the OFAC Specially Designated Nationals List; (iv) each Scanned Check is made payable or endorsed to your order, (v) all signatures on such Scanned Checks are authentic and authorized; (vi) no Scanned Check has been altered; (vii) each Scanned Check is drawn on a U.S. financial institution and made payable in U.S. Dollars; (viii) no Scanned Check has been paid, previously scanned, imaged or otherwise presented or transmitted to us or any other financial institution, entity or person for payment or anything else of value.

Accepting and Processing Image Files and Availability of Funds.

We will accept Image Files you transmit to us in compliance with this Agreement. Image Files shall be deemed received upon successful receipt of the transmission of Image Files that are complete, usable, and adhere to the data specifications set forth in this Agreement and any documentation we provide you. If the Image Files are not complete, are not useable, or do not adhere to such data specifications, we may not process the Image Files and we will adjust your deposit and notify you.

Image Files will be processed after we receive your transmission on Business Days at 9 AM, 11 AM, 1 PM, 3 PM, and 5 PM Pacific Time. Image Files received after 5 PM Pacific Time (or on non-Business Days) will be processed the following Business Day. We will use commercially reasonable efforts to present Image Files for collection. The availability of funds for items transmitted in accordance with the requirements of this Agreement within the timelines established by us is subject to our availability of funds policy set out in the Account Agreement. We reserve the right at any time to process Image Files on a collection basis and to place a hold on any Scanned Check deposited through the Remote Deposit Capture Services. We may return any Item to you at any time for any reason.

If a payor financial institution returns an Item to us, we will charge the account into which the item was deposited for such returned item and may either (i) return the Item to you or (ii) re-present it to the payor financial institution before returning it to you. Items may be returned as a digitized image, rather than Substitute Checks, as agreed by the parties. If a payor financial institution or other third party makes a claim against us or seeks a re-credit with respect to any Scanned Check, we may provisionally freeze or hold aside a like amount in the designated account pending investigation and resolution of the claim.

Suspension of Service.

We may immediately suspend the Remote Deposit Capture Service or the processing of any Scanned Check or Image File if we have reason to believe that there has been a breach in the security of the Remote Deposit Capture Services, fraud involving your accounts or such Scanned Check, or any uncertainty as to the authorization or accuracy of Image Files.

Eligible Accounts and Dollar Limits.

You will only deposit to authorized Eligible Accounts up to but not exceeding limits we establish from time to time. Limits may be established for per-Item and/or aggregate dollar volume limits.

Software and Equipment.

You are solely responsible for obtaining, installing and operating any and all equipment or technology reasonably necessary to create and transmit Image Files, including without limitation, equipment or technology used to transmit items to us via the Internet. We may provide minimum specifications for all such equipment or technology. You will ensure that the Scanners and other equipment used for the Remote Deposit Capture Services are operating properly and will inspect and verify the quality of the Image Files. We make no warranties or representations regarding the Scanners. You acknowledge and agree that Scanners will only be used for Remote Deposit Capture Services at the physical locations identified on the Authorization Form.

Upon your reasonable request, we may offer training support as reasonably required for your implementation of the Remote Deposit Capture Services. Any onsite training support will be on such terms and conditions as the



parties agree, including reimbursement of our reasonable travel costs.

Risk Management and Periodic Audits.

You agree to cooperate with us to facilitate our adherence to regulatory guidance concerning risk management of remote deposit capture, including agreeing that we may require specific internal controls and periodically request additional information regarding your use of the Remote Deposit Capture Services. You will comply with requests for periodic audits as we deem necessary. Audits may be in the form of (i) a request to complete a survey or assessment or (ii) an onsite audit performed by us or our designated representative. You agree to provide us with notice of any significant changes to users, activity, security or policies relating to the Remote Deposit Capture Services. You agree to immediately notify us of any security incidents or breaches at the physical location (or affecting any of the Scanners or other equipment or technology) used for the Remote Deposit Capture Services.

Retention, Storage, and Disposal.

You agree to destroy or cause to be destroyed all Scanned Checks no earlier than fourteen (14) Business Days after the Image Date and no later than forty-five (45) Business Days after the Image Date. You will store all Scanned Checks by bundling them by date and storing them in a locked file cabinet, safe, lockbox, or other form of secure storage. You will use a paper shredder with cross-cut shredding or destruction service to destroy all Scanned Checks. If we determine that we require the original paper check, you will promptly provide any check you have not destroyed to us to aid us in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes.

Security and Training.

You will establish and maintain procedures to assure the confidentiality and secrecy of User Passwords, Scanned Checks, and Image Files, and will provide training to your employees on such procedures. You are solely liable for any transactions that are made using a correct User Password regardless of whether you, in fact, authorized the transaction. You acknowledge and agree that this liability is based upon the fact that you are solely responsible for ensuring the secrecy of User Passwords and designating users who are authorized to use the Remote Deposit Capture Services.

V.C. Sweep Services

Definitions.

For purposes of our Sweep Services, the following additional definitions apply:

- **“Investment Account”** means the interest-bearing account designated by you in the Authorization Form, the terms of which are described in Account Agreement. Not all Investment Accounts are FDIC insured.
- **“Line of Credit”** means the line of credit we extended to you that is specified in the Authorization Form.
- **“Master Account”** means the demand deposit account designated by you as the Master Checking Account in the Authorization Form.
- **“Maximum Target Balance”** means the Available Balance you designated as the maximum balance in the Authorization Form for the specified Sweep Service.
- **“Minimum Target Balance”** means the Available Balance designated as the minimum balance in the Authorization Form for the specified Sweep Service.
- **“Sweep Services”** means the Investment Sweep Service, the Line of Credit Sweep Service, and the ZBA Sweep Service (each, a **“Sweep Service”**).



- **“Sweep Increment”** means the amount designated as the sweep increment in the Authorization Form for the specified Sweep Service.
- **“Target Balance”** means any of the Maximum Target Balance, the Minimum Target Balance, the ZBA Maximum Target Balance, and the ZBA Minimum Target Balance, as applicable.
- **“Zero Balance Account”** or **“ZBA Account”** is a demand deposit sub-account of the Master Account designated by you in the Authorization Form.
- **“ZBA Maximum Target Balance”** means the Available Balance for a ZBA Account designated on the Authorization Form as the maximum balance that you wish to maintain in the ZBA Account.
- **“ZBA Minimum Target Balance”** means the Available Balance for a ZBA Account designated on the Authorization Form as the minimum balance that you wish to maintain in the ZBA Account.

Line of Credit Sweep Service.

If you request to use (and we agree to provide) our **“Line of Credit Sweep Service,”** you authorize and direct us to advance amounts of credit available under the Line of Credit and transfer those funds to the Master Account to pay checks and other items presented for payment and to maintain the Minimum Target Balance and Maximum Target Balance, as applicable, in the Master Account.

After the close of each Business Day, at a time determined solely by us, we will determine the Available Balance in the Master Account. If the Available Balance is not sufficient to cover any checks or other items presented for payment, we will transfer funds in Sweep Increments, first from the Investment Account, if any, and then from the Line of Credit if the Available Balance in the Investment Account (if any) are not sufficient to cover the presented items. If the amount of credit available under the Line of Credit is not sufficient to cover an item presented for payment, we may, in our sole discretion, either (i) reject any checks or other debit items drawn on the Master Account or (ii) accept any checks or other debit items drawn on the Master Account, even if such acceptance would bring the Master Account below the Minimum Target Balance. We may decide in our sole discretion which checks or other debit items to accept or reject and the order in which to accept or reject any such debit items. Any debit items we dishonor and any overdrafts are subject to our standard fees for non-sufficient funds (**“NSF”**) and other charges. Please refer to the Business Fee Schedule for a description of these fees.

If the Available Balance, after debiting any items presented for payment, is greater than the Maximum Target Balance, we will debit the Master Account in Sweep Increments for the amount of any unpaid principal under the Line of Credit, up to the amount of the excess above the Maximum Target Balance, and apply the amount of the debit to the unpaid principal balance of the Line of Credit. If the Available Balance, after debiting any items presented for payment, is less than the Minimum Target Balance, we will transfer funds from the Line of Credit in Sweep Increments, to bring the balance of the Master Account to the Minimum Target Balance.

If you have also requested the Investment Sweep Service (as described below), and the Available Balance is above the Maximum Target Balance after debiting any items presented for payment, we will process debits and transfers in the following order and according to the following terms: (i) debit the Master Account in Sweep Increments for the amount of any unpaid principal under the Line of Credit, up to the amount of the excess above the Maximum Target Balance, and apply the amount of the debit to the unpaid principal balance of the Line of Credit; (ii) if there is no unpaid principal balance under the Line of Credit or, the Available Balance remains above the Maximum Target Balance after debiting the amount of the unpaid principal under the Line of Credit, we will transfer in Sweep Increments the remaining amount above the Maximum Target Balance to the Investment Account.

If you have also requested the Investment Sweep Service, and the Available Balance is below the Minimum Target Balance after debiting any items presented for payment, we will process debits and transfers in the following order



and according to the following terms: (i) debit the Investment Account in Sweep Increments and transfer the funds to the Master Account to bring the Available Balance of the Master Account to the Minimum Target Balance; and (ii) if the Available Balance remains below the Minimum Target Balance after transferring funds from the Investment Account, we will transfer from the Line of Credit in Sweep Increments the remaining amount below the Minimum Target Balance to the Master Account.

We will not debit the Master Account for any accrued interest under the Line of Credit in connection with the Line of Credit Sweep Service, but this will not affect our right to set off against any account, including the Master Account, any amount due us under the Line of Credit and we expressly reserve such right of setoff.

We will not make any advance under the Line of Credit if the Line of Credit has expired, or if you are in default under the Line of Credit or any other debt or obligation owed to us, and we reserve the right to suspend or cancel the Line of Credit Sweep Service without prior notice in the event of any such default.

Zero Balance Account (ZBA) Sweep Service.

If you request to use (and we agree to provide) our Zero Balance Account Sweep Service (the “**ZBA Sweep Service**”), you authorize and direct us after the close of each Business Day, at a time determined solely by us, to determine the Available Balance in the ZBA Account(s) and to transfer in Sweep Increments any amount above the Maximum Target Balance Excess to the Master Account. We will also transfer the Available Balance from the Master Account to any ZBA Account to pay debit items presented for payment against the ZBA Account in order to maintain the ZBA Accounts at the ZBA Minimum Target Balance.

You must designate the Master Account and ZBA Accounts in the Authorization Form. You may change the designated Master Account and ZBA Accounts and may add or remove ZBA Accounts by providing us with oral or written notice conforming to our specified Security Procedures. If we approve your requested change(s), we will make such change(s) within a reasonable time following receipt of your notice.

If the Available Balance in a ZBA Account is less than the ZBA Minimum Target Balance, we will transfer from the Master Account to the ZBA Account in Sweep Increments the amount of funds necessary to restore the balance in the ZBA Account to the ZBA Minimum Target Balance. If the Available Balance in the Master Account is insufficient to restore the balance in a ZBA Account to the ZBA Minimum Target Balance, a lesser amount may be transferred in our sole discretion. In no event will the amount transferred exceed the remaining Available Balance in the Master Account.

You must maintain a sufficient Available Balance in the Master Account to cover the aggregate debits made to the ZBA Accounts and to allow the ZBA Accounts to be left with the ZBA Minimum Target Balance at the end of each Business Day. If there is not a sufficient Available Balance in the Master Account, we may, in our sole discretion, either (i) reject any checks or other debit items drawn on any ZBA Account or (ii) accept any checks or other debit items drawn on a ZBA Account, even if such acceptance would bring the ZBA Account below the ZBA Minimum Target Balance. We may decide in our sole discretion which checks or other debit items to accept or reject and the order in which to accept or reject any such debit items. If we must reverse a provisional credit and such reversal causes the Master Account to have a negative balance, you agree that we may reverse the transfer of any funds, in whole or in part, between the ZBA Account and Master Account and then reject any items not finally paid. Any debit items we dishonor and any overdrafts are subject to our standard fees for NSF and other charges. Please refer to the Business Fee Schedule for a description of these fees.

Investment Sweep Service.

If you request to use (and we agree to provide) our “**Investment Sweep Service**,” you authorize and direct us to transfer funds between the Master Account and the Investment Account in order to pay checks and other items presented for payment and to maintain the Minimum Target Balance and Maximum Target Balance, as applicable, in the Master Account.



After the close of each Business Day, at a time determined solely by us, we will determine the Available Balance in the Master Account. If, after debiting the Master Account for all items presented for payment the Available Balance is greater than the Maximum Target Balance, we will transfer the amount over the Maximum Target Balance to the Investment Account in Sweep Increments. If, after debiting the Master Account for all items presented for payment the Available Balance is less than the Minimum Target Balance, we will transfer funds from the Available Balance of the Investment Account to bring the Available Balance in the Master Account to the Minimum Target Balance in Sweep Increments. In no event will the amount transferred from the Investment Account exceed the Available Balance in the Investment Account.

If the amount transferred from the Investment Account is not sufficient to cover an item presented for payment, we may, in our sole discretion, either (i) reject any checks or other debit items drawn on the Master Account or (ii) accept any checks or other debit items drawn on the Master Account, even if such acceptance would bring the Master Account below the Minimum Target Balance. We may decide in our sole discretion which checks or other debit items to accept or reject and the order in which to accept or reject any such debit items. Any debit items we dishonor, and any overdrafts are subject to our standard fees for NSF and other charges. Please refer to the Business Fee Schedule for a description of these fees.

We do not guarantee any particular rate of return on the investments made in the Investment Account.

Target Balances.

You may change a Target Balance at any time, subject to our approval, by executing and delivering to us a new Authorization Form. We will generally have two (2) Business Days following receipt of the new Authorization Form to either notify you that the new Target Balance is not acceptable or to implement the new Target Balance. In our sole discretion, we may change a Target Balance at any time effective upon delivery of written notice (including electronic notice) to you.

Miscellaneous.

We may, in our sole discretion, refuse to complete any transfer of funds described in this Agreement if: (i) we, in our sole discretion, or a regulatory agency with supervision over us, determines a transfer is illegal or unsafe or unsound practice; (ii) you have filed for bankruptcy protection; (iii) the funds are subject to hold, setoff, third-party claim, dispute, legal process, or are otherwise unavailable for transfer; (iv) there is an insufficient Available Balance to make the transfer; or (v) you are in breach of any agreement with us. We will not be liable for any losses or expenses incurred by you due to our rejection or acceptance of any items presented for payment, due to insufficient funds in your Master Account, or our failure to transfer funds between any of the accounts described in this Agreement.

V.D. Direct Connect

Intuit's Direct Connect™ service ("**Direct Connect**") allows QuickBooks™ to communicate directly with our system on your behalf to (i) automatically download transactions and match them with existing transactions; and (ii) initiate internal transfers. You may enroll in Direct Connect by contacting us.

We may restrict access to certain Deposit Accounts via Direct Connect and may establish additional Security Procedures from time to time for enrollment in Direct Connect and authorization of any transactions involving Deposit Accounts connected to Direct Connect. All access to your Deposit Account(s) using Direct Connect must be done using an active User Password and associated user identification.

It is your responsibility to purchase and install QuickBooks™. Your use of QuickBooks™ is governed by the software license agreement included with QuickBooks™. You must agree to the terms and conditions of such licensing agreement prior to enrolling in Direct Connect. You are responsible for the correct setup and installation of QuickBooks™ as well as maintenance, updates and upgrades to QuickBooks™ and/or your Devices. We make no warranties nor accept any liability for QuickBooks™. We are not responsible for any problems related to



QuickBooks™ itself, your Devices or your ability to connect using QuickBooks™ as described in this Agreement. You are responsible for all transfers that you authorize using QuickBooks™. If you permit other persons to access the Treasury Services using QuickBooks™, you are responsible for all transactions they authorize. You must establish your own internal security procedures for employees that you authorize to use the Treasury Services via QuickBooks™ and to prevent unauthorized use by other employees or persons. You should verify all Deposit Account data obtained and transactions executed on your Deposit Accounts using QuickBooks™. Our records of transactions, instructions and communications regarding your Deposit Accounts and use of the Treasury Services supersedes any records stored or created on your computer equipment through the use of QuickBooks™. You are responsible for any and all obligations to any software vendor arising from your use QuickBooks™.

VI. GENERAL TERMS

These terms apply to all Treasury Services.

Fees.

You agree to pay all fees and other charges for Treasury Services in accordance with the Business Fee Schedule. We reserve the right to change any fees or other charges for any Treasury Service at any time in our sole discretion. You agree that any fees or other charges may be deducted automatically from your Eligible Account(s) (or any other account you have with us if there are insufficient funds in the Eligible Account(s)).

Privacy.

We are committed to protecting your privacy. All information we gather from you in connection with using Treasury Services will be governed by the provisions of the WaFd Bank Privacy Policy as set out in our Privacy Notice and our Online Privacy Policy, copies of which are available on our Website.

Your Liability.

You agree that we are entitled to rely on and deem the use of your User Passwords to gain access to Treasury Prime and/or Treasury Express as your authorization for every transaction involving any Eligible Account until you have notified us of any possible unauthorized use or transactions. Neither we nor our service providers or affiliates will have any liability to you for any unauthorized payment or transfer made using your User Passwords that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity and period of time to act on that notice. Authorization of transfer requests and payment requests through Treasury Prime and Treasury Express by means of your User Passwords shall be considered the same as your signed authorization and instruction for us to perform any and all actions relating to the requested transaction. You agree to be bound by any transaction on any of your Eligible Accounts using Treasury Prime or Treasury Express that is initiated by means of your User Passwords and accepted by us in accordance with the Security Procedure outlined in this Agreement or disclosed to you online, regardless of whether or not you actually authorized the transaction. You agree not to attempt to use Treasury Prime or Treasury Express (or any other Treasury Services) to make a transfer if you have reason to believe the service is not functioning properly.

System Unavailability and Force Majeure.

Treasury Prime and Treasury Express may be unavailable when systems require maintenance or upgrades or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war or acts or threatened acts of terrorism or other circumstances beyond our control. In the event we fail to perform our obligations under this Agreement as a consequence of such an event, such failure shall not be considered a breach of this Agreement and we will use reasonable efforts to meet our obligations under this Agreement.

Limitations on Our Liability.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by Applicable Law, neither we, our service providers nor any of our affiliates will be liable, and you release and waive any and all claims



against all of them, for any and all losses, damages or costs incurred by you or by any other person, arising from or relating to any of our acts or omissions, or those of our service providers or affiliates, whether under this Agreement or otherwise, in connection with the Treasury Services or any Eligible Account (including, but not limited to, improper calculation or processing; transfer of funds or failure to transfer; dishonor or failure to dishonor; payment, stop payment, or failure to pay or stop payment; processing of electronic transfer entries; or loss or delay of electronic transfer entries, items, instruments, input data and materials during transfer to or from us) unless you prove that such losses, damages or costs resulted solely from our bad faith or gross negligence or from breach of this Agreement; provided, however, to the fullest extent permitted by Applicable Law, neither we, our service providers nor any of our affiliates will be liable to you or any other person for any of the following:

- For any failure to make a transfer or payment when your Eligible Account is frozen, or funds are otherwise unavailable under the terms of your Account Agreement;
- For any losses, damages or costs, relating to or in any way arising out of the use of the Treasury Services or the installation, use, or maintenance of your Device(s) or software;
- For any losses, damages or costs arising from or relating to your failure to maintain the confidentiality and security of your User Passwords, or any other information that enables any other person to gain access to your Eligible Accounts or Treasury Prime or Treasury Express; and/or
- For any losses, damages or costs arising from or relating to your failure to receive notices and other communications we sent to your current address or email address shown on our records, regardless of whether the address on that communication included any designation for delivery to the attention of any particular individual.

Your sole remedy under this Agreement for any errors we make in completing any transfer or bill payment you have authorized through Treasury Prime or Treasury Express in accordance with this Agreement, the applicable Account Agreement, and Applicable Law shall be limited as follows:

- If the payment or transfer is not made or is delayed, or if a payment or transfer is made in an erroneous amount that is less than the amount authorized by your instructions, unless otherwise required by Applicable Law, our liability (and the liability of our service providers and affiliates) will be limited to correcting the transfer or payment.
- If the payment or transfer is made in an erroneous amount that exceeds the amount provided in your instructions, or we permit an unauthorized payment or transfer after you have provided notice and we have had a reasonable opportunity and period of time to act on your notice, unless otherwise required by Applicable Law, our liability (and the liability of our service providers and affiliates) will be limited to a refund of the excess amount erroneously paid or transferred.

The limitations on our liability, and the liability of our service providers and affiliates provided in this Agreement are in addition to, and shall not diminish, any limitations on liability contained in any applicable Account Agreement or any other agreement between you and us.

We agree to make reasonable efforts to ensure the full performance of Treasury Prime and Treasury Express. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages or other instructions you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider, your connection to the Internet, your Devices (including without limitation any Mobile Device(s)), or caused by any browser software.



We are not responsible for any indirect, special, incidental or consequential damages arising in any way out of your use of the Treasury Services. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the maximum extent permitted by Applicable Law .

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE TREASURY SERVICES, TREASURY PRIME, OR TREASURY EXPRESS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF A THIRD PARTY'S PROPRIETARY RIGHTS, OR COMPLIANCE WITH REGULATION E OR ANY OTHER APPLICABLE LAW, UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

Indemnification.

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account, you agree to indemnify, defend, and hold harmless the Bank and our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- Any fraud, manipulation, or other breach of this Agreement;
- Your violation of any Applicable Law or rights of a third party; and/or
- Your use of the Treasury Services.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to your use of the Treasury Services or the use by your Online Administrator or users (or other authorized representative or delegate).

Notices and Communication.

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Eligible Accounts or Treasury Services (collectively "**Account-Related Information**") through mail, electronically, or by other means available. This information will be sent to the postal or electronic address ("**Electronic Address**") of the Owner of the applicable Eligible Account or Treasury Service as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The Electronic Address may be an email address, other Internet address, text messaging number, or other electronic access address provided to us in accordance with this Agreement. Account-Related Information posted on our Website will be deemed to be delivered to, and received by, you at the time that we display it to you, or send notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account-Related Information to all joint Owners. We reserve the right at all times to communicate all Account-Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

Electronic Delivery and Communication.

Unless otherwise required by Applicable Law, if we are required to provide you with information in writing, we may, at our option, provide it:

- By sending it to your Electronic Address;
- By posting the information on our Website (or to your Treasury Prime File Vault, if applicable), and



sending you a notice to your Electronic Address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it; or

- By posting the information to our Website.

At any time, you may request a paper copy of any communication which has been delivered electronically. Paper copies may be acquired by contacting us by phone at (877) 423-9742 or (206) 626-8108, by email to casc@wafd.com, by U.S. Mail at WaFd Bank, Attn: Commercial Account Service Center, 5777 N. Meeker Ave., Boise, ID 83713, or by visiting your local branch. Fees may apply. Please refer to the Business Fee Schedule for a description of these fees.

You agree that we may from time to time make telephone calls and send text messages to you in order for us to: (i) service your accounts; (ii) collect any amount you may owe; or (iii) discuss our relationship, products and services with you. The ways we may call you include using prerecorded/artificial voice messages and through the use of an automatic telephone dialing system. The ways we may send text messages to you include through the use of an automatic telephone dialing system. We may call you and send text messages to your telephone number, including mobile/cellular telephone numbers that could result in charges to you.

Returned, Unclaimed Account-Related Information.

Unless otherwise prohibited by Applicable Law, this Section applies if two (2) or more separate Account-Related Information documents are returned or, in the case of electronic notifications, one or more notices are returned as undeliverable. If this occurs, we may discontinue sending Account- Related Information or electronic notifications to you until you provide a valid postal or Electronic Address to us.

Additionally, we may, at our sole option:

- Destroy Account-Related Information that is sent to you and returned to us as undeliverable; and/or
- Discontinue sending the Account-Related Information through the delivery channel generating returns and utilize an alternative delivery channel. For example, if we are sending your Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two (2) or more occasions, we may attempt to deliver the information to your Electronic Address instead.

Address Changes.

You agree that you will notify us immediately in the event of a change to your address or Electronic Address. Address changes may be initiated at your request. You may instruct us to change the address or Electronic Address to which we send notices or Account-Related Information concerning your Eligible Account or the Treasury Services at any time. You may update your email address information by logging in to Treasury Prime or Treasury Express and clicking on the "Administration" menu. You can only update your physical address by contacting your branch, sending us notice by U.S. Mail, or contacting the Commercial Account Service Center. Unless you instruct us otherwise, when you notify us of an address change for a specified account, we may change the postal or Electronic Address, as applicable, for all or some of your other account(s) with us.

Implementation of Notices.

Any notice you send us will not be effective until we actually receive it and have had a reasonable opportunity and period of time to act on it. If there is more than one Owner on your Eligible Account, we may send Account-Related Information to any one of them (in which case such notice will be effective as to all Owners). You assume the risk of loss in the mail or otherwise in transit. Any notice or Account-Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you.

Availability of Services; Business Days.

You may access our Website twenty-four (24) hours a day, every day except during Website maintenance,



modification, or account update periods, when unexpected problems arise such as problems with Internet connections, capacity, or the like, and when we, in our sole discretion, make all or part of it unavailable. Also, some Treasury Services are only available on Business Days. Accordingly, even though you can request at any time that we perform a service, we cannot necessarily process it immediately, and sometimes we will wait until the appropriate Business Day to act upon your request(s). All requests that, for any reason, are not completed on that Business Day will be completed on the next Business Day, unless some other date has been designated by a prior arrangement with you, or unless otherwise provided for in this Agreement.

Amendments to this Agreement.

Except as otherwise required by Applicable Law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this Agreement. We reserve the right to change the terms and conditions of this Agreement at any time. We will update this Agreement on the Website and we may notify you of such changes by mail or electronic message to your most recent address(es) listed on our records. The notice will be posted or sent at least fifteen (15) days in advance of the effective date of any additional fees, any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless we determine in our sole discretion an immediate change is required for security purposes. By using the Treasury Services when such changes become effective, you agree to be bound by the revised terms and conditions contained in this Agreement. You can decline the changes by discontinuing use of the Treasury Services and notifying us of your election by phone at (877) 423-9742 or (206) 626- 8108, by email at casc@wafd.com, by U.S. mail at WaFd Bank, Attn: Commercial Account Service Center, 5777 N. Meeker Ave, Boise ID 83713, or by visiting your local branch. Changes to fees or terms applicable to Eligible Accounts are also governed by the agreement otherwise governing the applicable account. Except as otherwise required by Applicable Law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

Termination of this Agreement.

Unless otherwise required by Applicable Law, either you or we may terminate this Agreement, any Treasury Service, or your access to any Eligible Account through Treasury Prime, Treasury Express, or any Treasury Service, at any time without notice.

Access to a Treasury Service or an Eligible Account through Treasury Prime, Treasury Express, or any Treasury Service, may be suspended or reinstated by us, in our sole discretion, at any time. If reinstated, the then-current terms of this Agreement will control. You may request reinstatement of an Eligible Account or Treasury Service by calling WaFd Bank Commercial Account Service Center at (877) 423-9742 or (206) 626-8108 or by visiting your local branch.

If you do not access your Eligible Account(s) through Treasury Prime for a period of one hundred eighty (180) consecutive days, we may terminate your Treasury Prime service, including any Treasury Service accessed through Treasury Prime, without prior notice to you. If you do not access your Eligible Account(s) through Treasury Express for a period of one hundred eighty (180) consecutive days, we may terminate your Treasury Express service, including any Treasury Service accessed through Treasury Express, without prior notice to you.

If you wish to cancel any of your Treasury Services, contact us by phone at (877) 423-9742 or (206) 626-8108, by email at casc@wafd.com, by U.S. mail at WaFd Bank, Attn: Commercial Account Service Center, 5777 N. Meeker Ave., Boise, ID 83713, or by visiting your local branch.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

Governing Law and Attorney Fees.

Each of your Eligible Accounts and Treasury Services will be governed by the laws described in the agreements you



have with us regarding those Eligible Accounts or Treasury Services (for example, your Account Agreement). This Agreement is governed by federal law and the laws of the State of Washington, without regard to conflict-of-law rules. In any legal action or claim arising out of or relating to this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees. Subject to Applicable Law, you agree that any action in relation to an alleged breach of this Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered.

Proprietary Rights.

Other than your personal account information, all content included or available on the Website, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of WaFd Bank (and its licensors or third parties where applicable) and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Website is the exclusive property of WaFd Bank (and its licensors or other third parties) and is protected by copyright or other intellectual property rights.

The trademarks, logos, and service marks displayed on the Website (collectively the "Trademarks") are the registered and unregistered trademarks of WaFd Bank or third parties. Under no circumstances may you use, copy, alter, modify, or change these Trademarks. Nothing contained on the Website should be construed as granting by implication or otherwise any license or right to use any Trademark without our express written permission, or the express written permission of the third party that has rights to such Trademark, as appropriate.

Entire Agreement.

In combination with the Account Agreement, this Agreement represents the agreement between you and us regarding the Treasury Services and merges, replaces, and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the Treasury Services. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the Applicable Law governing the Treasury Services will be deemed to have been modified by us and applied in a manner consistent with such Applicable Law. Except as otherwise expressly provided in this Agreement, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

Bank Waivers.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

Jury Trial Waiver.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE EACH AGREE THAT NEITHER YOU NOR WE SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN YOU OR US, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER YOU NOR WE HAVE AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. YOU AND WE EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

VI. DEFINITIONS

For purposes of this Agreement, the following additional definitions apply:

- "ACH" means the Automated Clearinghouse House electronic payments system or, as the context implies, an individual Automated Clearing House association.



- **“Applicable Law”** means any and all federal, foreign, state, and local laws, statutes, rules, regulations, executive orders, directives and other official releases of any regulatory authority, judicial or administrative interpretations, the NACHA Rules, and the rules of the Fedwire payment system or any other similar funds transfer system, in each case as amended from time to time, that are related to, or otherwise applicable, to this Agreement and/or the Treasury Services.
- **“Authorization Form”** means a Bank approved form designating the Online Administrator and any addenda or other written documents specifying limits, dollar thresholds, and approval requirements with respect to the Treasury Services.
- **“Authorized Signer”** has the meaning given that term in the Account Agreement.
- **“Available Balance”** means funds on deposit in an Eligible Account and available for withdrawal, less monetary holds, pursuant to Regulation CC and our applicable funds availability schedule and policies. Please refer to your Account Agreement for additional information regarding how we calculate and determine your Available Balance.
- **“Business Day”** means Monday through Friday, excluding federal banking holidays.
- **“Business Fee Schedule”** means the applicable Schedule of Business Fees & Service Charges, Schedule of Analyzed Fees and Services, and/or Schedule of Commercial Fees & Transactions, each as amended from time to time.
- **“Commercial”** means, with respect to an account, an account established for purposes other than personal, family or household and designated by us as commercial.
- **“Deposit Account”** means a checking, savings, money market or certificate of deposit account that you have established with us primarily for business purposes.
- **“Eligible Account”** means an Eligible Deposit Account or Eligible Loan Account.
- **“Eligible Deposit Account”** means a Deposit Account that is accessible through Treasury Prime or Treasury Express.
- **“Eligible Loan Account”** means a Loan Account that is accessible through Treasury Prime.
- **“Loan Account”** means your commercial loan account(s).
- **“Mobile Device”** means a smartphone or tablet running an Apple, Google Android, or Windows operating system.
- **“NACHA”** is an acronym for the National Automated Clearing House Association.
- **“NACHA Rules”** means the NACHA Operating Rules and Guidelines, as amended or created from time to time, together with any NACHA Operations Bulletins in effect.
- **“OFAC”** is an acronym for the Office of Foreign Assets Control of the U.S. Department of the Treasury.
- **“Online Administrator”** means the individual designated in your Authorization Form as the online administrator of Treasury Prime or Treasury Express.



- **“Owner”** means the business organization designated in our records as an owner of an Eligible Account.
- **“Rate Sheet”** means the applicable Business Deposit Rates (All Regions) disclosure or the Commercial Rate Sheet, each as amended from time to time.
- **“UCC”** means the Uniform Commercial Code, as adopted in the State of Washington (*i.e.*, Title 62A of the Revised Code of Washington).
- **“User Password”** means the password of the Online Administrator and any passwords created by the Online Administrator for secondary users of Treasury Prime or Treasury Express.
- **“Website”** means our website and other websites and webpages maintained by us and accessible through www.wafdbank.com.

