



GATEWAY BUSINESS BANK'S ONLINE CASH MANAGEMENT AGREEMENT ("AGREEMENT")

This OnLine Cash Management Agreement ("Agreement") establishes the terms and conditions for electronic access to your accounts using the Gateway Business Bank electronic banking system (the "System"). By signing below, you agree to this Agreement. Please read it carefully and keep a copy for your records.

1. **Definitions.** As used in this Agreement, the words "we", "our", "us" and "Bank" (and similar terms) mean Gateway Business Bank. "You" and "your" (and similar terms) refer to the account holder named below and anyone else authorized by that account holder to exercise control over the account holder's funds through the System. "Accounts," means your accounts at the Bank that are accessed through the System. "Electronic funds transfers" means transfers to or from your Accounts using the System. "Services" means the services provided pursuant to this Agreement. Our "business days" are Monday through Friday (holidays not included). All times are local time of Bank.
2. **Access.** To use the System, you must have at least one checking account at the Bank, access to Internet service and an e-mail address. You are responsible for the set-up, configuration, operation and maintenance of your computer, modem and all other hardware and software you use with the System. You agree that we are not responsible for any errors or failures from any malfunction outside of our control, including power interruption, delay resulting for high volumes of internet traffic, breach of security (other than Systems under our control) or message or transfer interception in transit, or any virus or other computer problem related to the use of the Services. You agree to use the Services solely for business purposes and not to use the System to transfer funds to or from any account established primarily for personal, family or household purposes.
3. **Application and Accounts.**
 - 3.1. You must complete and return our Gateway Online Banking Business Application ("Application") to us for our approval. This Agreement is not consummated unless and until we review and approve your Application to use the Services, as set out in the Application. You authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your Application, and from time to time thereafter. You agree to provide us with information as we request, from time to time.
 - 3.2. You can use the "Account Summary and Authorization" form (the "Account Form") to designate Accounts which may be accessed using the System. You can add or delete Accounts from time to time by submitting another Account Form. You can also use the Account Form to specify some use parameters for Accounts.
 - 3.3. You can use the "Employee Access and Authorization" form (the "Access Code Form") to designate the persons ("Access Device Holders") to whom you would like us to issue an Access ID and temporary password. You can use the Access Code Form to add or delete Access Device Holders from time to time and to specify or change some use parameters for them. When an Access Device Holder logs onto the System the first time, he or she will be prompted to choose another password.
 - 3.4. ***The Access ID and password are security procedures that are used to verify the authenticity of instructions we receive in your name for Services through the System. There are other security procedures that you may also choose to use, as discussed below. You are responsible for instructions in your name, as discussed below, even if they are not genuine or authorized by you, and we advise you to carefully consider the security procedures that will be used to verify authenticity.***
 - 3.5. Initially, the Bank will be the one that issues the Access ID and passwords, and sets parameters for Accounts or for Access Device Holders, based on the information you submit in the Account Form or in the Access Code Form. The System may offer an alternative to you, which would allow a System Administrator chosen by you to perform these functions. ***If made available and chosen by you, the System Administrator will be able to designate users of the System by issuing access codes to persons without any Bank oversight or control.*** Access Device Holders created by a System Administrator would be able to access Services (including funds transfer, bill pay and other critical money matters), and you will be responsible for communications received by us. For further information about Supervisors, see Section 10 below.
4. **System Services.** You can use the System to access the Services designated on the Application as approved by us. The following Services may be available through the System. Some Services may appear on your screen that have not been approved for you and, therefore, will not be available to you.

- 4.1. View balances in your Account(s);
- 4.2. View Account histories (debit and credit transactions for the current and previous month);
- 4.3. View imaged checks for the current and previous statements;
- 4.4. Download account history into Excel®, Quicken®, QuickBooks® or Microsoft Money® (Note, however, that we are not responsible for download error, file corruption or incompatibility with any software you use);
- 4.5. Make stop payment requests (on checks written by you. For stop payments on Bill Payment checks, see Section 20.1, if you have that Service);
- 4.6. Transfer funds between Accounts (transfers between Account of yours that are at our Bank are limited to Accounts with the exact same ownership and vesting; see Section 9 below for some of the risks in linking Accounts for transfer purposes if the check writing or withdrawal signature authorization on the Accounts differs from the access allowed under the System);
- 4.7. Bill Pay; and
- 4.8. Wire Transfers (payment orders initiated through the System will be governed by this Agreement and by the Funds Transfer Agreement you will be required to sign with us).

You agree not to initiate bill payments (including those through the Automated Clearing House, or "ACH") or use the Services in any other manner in violation of, and to comply with, the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls and the laws prohibiting illegal internet gambling. You agree to reimburse us for any fines or penalties imposed on us by the ACH, any ACH Operator or any other organization or person that are due to your conduct.

5. Delay in Updates. The balance and the activity information that you obtain through the System are current as of the time sent to you by the System. Nonetheless, balance information may not reflect all current transactions. For example, there may be delay or lag between the time information is sent from our data system to the time it is received at your computer, and the information may change during that time delay. Some balances may not be available. These transactions and balances will be identified in the System as "Presentments."
6. Hours of Access. As a general matter, you can use the System between the hours of 6:00 a.m. and 8:00 p.m. Monday through Friday. If you request, we may be able to grant access to the System during hours requested by you. If so, we will provide confirmation of those limits to you at that time. In addition, the System may not be available occasionally due to emergency or scheduled System maintenance. We will use reasonable efforts to post notice of any extended periods of non-availability on the System website. We are not responsible for lack of availability to the System that is beyond our reasonable control, including delays or "slowness" in the internet or due to internet abnormalities (including denial of service or other server malfunctions).
7. You are Responsible for Access Codes and Instructions in Your Name. For security purposes, Access Device Holders are required to change their password upon initial login to the System. The Access Device Holder determines the password, which is not communicated to us. The Access ID and password are security procedures. You agree that we may use the security procedures to verify the authenticity of instructions in your name that are received by us. If we verify the authenticity of an instruction using the security procedure, we may rely on and you will be obligated on the instruction, whether or not the instruction was authorized by you. Also, if an instruction was authorized by you, you will be obligated on the instruction even if we did not verify its authenticity using the security procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

In addition to the Access ID/password as security procedures, you may choose additional security procedures. Your options are set forth in Schedule A, attached. You agree to consider the size, type and frequency of transfers, payment orders, bill pay or other money transactions you use the Services to accomplish. You will consider the risks presented by the possibility of unauthorized access to these Services and your obligation on instructions even though they are unauthorized. You should choose security procedures that are commercially reasonable for you, after considering these risks. Once you have chosen the security procedures, you agree and acknowledge that they are commercially reasonable for you and that you will be bound by instructions in your name as set forth above.

8. You are Responsible for Confidentiality and Security. You accept responsibility for the confidentiality and any unauthorized access to the security procedures. You agree to have all Access Device Holders change his/her password regularly. Upon three unsuccessful attempts to use a password, access to the System will be revoked. Also, passwords must be reset every 30 days (or otherwise as required by the Bank). To re-establish authorization to use the System, you must contact us to have your password reset or to obtain a new temporary password (provided that if a System Administrator service is active, the System Administrator will have the capability). All Access Device Holders must create a password that utilizes both upper and lower case alpha and numeric characters, with a minimum of 8 and a maximum of 12 characters, for purposes of security. The password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down. You

- agree to implement procedures to ensure that the foregoing is accomplished and that all security procedures are kept confidential.
9. You are Responsible for Authorization Controls for Services. You are responsible for controlling access to the Services and for any limitations placed by you on the Services. The fact that we are or may be made aware of, or could have discovered, any limitation on access to the System or to Services does not make us obligated to enforce or attempt to enforce any limitation. You understand that persons may utilize the System (including inquiries, transfers, bill pay, payment order, other money transactions and account verification) without regard to any restrictions otherwise applicable to an Account. For example, if an Access Device Holder directs transfers from a given Account, that person can initiate the transfers whether or not he or she has been authorized to do so according to the signature card applicable to the Account. If a person has signing authority over Account "A" but not over Account "B," but has access to the Services, he or she could transfer funds from "B" to "A" and then withdraw funds from "A." You agree that any arrangements with us to require one or more authorized signatures for transactions involving your Accounts do not apply to or limit our obligation to act upon transfer requests received by us through the System.
 10. You are Responsible for Supervisors. If and when the System allows you to designate a System Administrator, then that person will decide which Accounts to open to Access Device Holders, who will be an Access Device Holder, what Services will be available and under what (if any) limitations (including what level of activity is appropriate for each Account). The Bank would not control or oversee this function. If you accept the System Administrator function, you agree to this and to all action taken by the System Administrator or any person designated or authorized by the System Administrator, and all such persons are your agent for purposes of use of the System or the Services.
 11. Insurance. If requested by us, you agree to obtain and maintain fidelity and error and omission insurance coverage in an amount reasonably satisfactory to us, to cover (at a minimum) losses due to action or inaction by you, or any Access Device Holder, any System Administrator or any unauthorized person, and to name the Bank as an additional insured on such policy. You will provide evidence reasonably satisfactory to the Bank of the existence of such insurance promptly upon request by us.
 12. Risk of Loss. You assume all risks associated with disclosure or discovery of any security procedure by any unauthorized person. We are not be responsible for verifying whether a transfer request, payment order, or other communication or use of the Services is originated by an authorized person, except as discussed above if we do verify authenticity you will be obligated on the same. Except as to security procedures, we do not verify a person's status with you or investigate whether the person is exercising authority granted by you.
 13. Compliance with Security Procedures/Protection of the Services. You agree to limit disclosures of security procedures to those who you authorize or who have a specific need to know and who have been authorized by you to use the Services you desire. You will establish procedures to protect the confidentiality of all information relating to the Services, including all security procedures, and will promptly notify us if you know or suspect that codes, passwords or any other security procedure is stolen, compromised, or misused. You will require Access Device Holders to understand the need for confidentiality and security, including the need to create new passwords at reasonably frequent periods, based on your assessment of the security requirements appropriate for the Services utilized by you.
 14. Your Obligation to Review Security Procedures. You will review and implement all security procedures available in connection with the Services. After this review, you will notify us if your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the System. If you fail to notify us, you acknowledge and agree that the security procedures are commercially reasonable for your needs and provide you with an appropriate degree of security against unauthorized use. Data transferred via the System is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information unless using the electronic communication options provided in our customer section of the System.
 15. Fees and Charges. You agree to pay our fees and charges for your use of the System and the Services, as they are set by us from time to time. Fees and charges can be reviewed on our Web site. You agree that fees and charges may be deducted from any of the Accounts maintained by you at Bank or any other account of yours. You agree to pay any additional charges for Bank services you request which are not covered by this Agreement. You are also responsible for telephone, internet service and any other third party fees you incur in connection with your use of the System. Bank may modify any fees or charges at any time and from time to time. We will provide you with notice of any changed fees or charges, normally in advance of the effective date of the change.
 16. Processing Transfers Between Accounts. Account-to-Account transfer requests received by us through the System before 5:00 p.m. on a business day are posted and processed the same day. Transfer requests

received by us after 5:00 p.m. on a business day, or on a Saturday, Sunday or a banking holiday will be posted and processed the next business day. For cutoff hours for transfers under the Bill Payment Service, see Section 17.5 below.

17. Bill Pay Terms and Conditions If you are approved for the Bill Payment Service the following terms and conditions apply:
- 17.1. Technical Requirements. Once you have been approved for the Bill Payment Service, you must reset your temporary password that we e-mailed you. If you do not reset your temporary password to a permanent password, then you will not be able to use the Bill Payment Service. You can reset your temporary password by accessing the Online Banking Services, clicking on the Bill Payment button and following the accompanying instructions. When using Bill Payment, you must designate the Account from which the payments are to be made; the complete name of the payee; the account number; and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your Account. If the date you want the payment to be debited from your Account is not a business day, your Account will be debited the next business day. By using the Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated Account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that to pay your Bill Payment fees, which may be charged to your designated Account or otherwise charged to an account.
 - 17.2. Use of Vendors; Use of Information. We may use one or more bill payment vendors to provide the Bill Payment Services, and you understand that various financial intermediaries and their servicers may be involved in processing your bill payment. These intermediaries may benefit from interest that accrues on Bill Payments between the time your Account is debited and the time the payee is paid. Any information you provide may be used by us or any of these other parties to complete or otherwise deal with your transaction or comply with any laws, rules or regulations. If there is a dispute between you and us, or either of us and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any bill payment), you authorize us to obtain information regarding you, your Account and your Bill Payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information regarding you.
 - 17.3. One Time and Recurring Payments; Charging Account; Fees. You can use Bill Payment Services to make one-time or recurring Bill Payments. The Service will allow you to schedule bill payments in advance, and then to choose to have these payments made on a regular schedule or only one time. When you schedule a payment, you will need to identify the Account that will be used to pay the bill and the date for sending the bill payment. We can charge your account for Bill Payments made using the Bill Payment Services if we receive instructions to do so. You agree to pay our fees for Bill Payment Services, even if you do not use the Bill Payment Service in any given month. If you wish to cancel the Bill Payment Service, you must notify us and we can continue to assess any monthly service charge or other fees until we receive notice of your cancellation of the Bill Payment Services.
 - 17.4. Available Funds. For current transactions, you will need to have sufficient available funds in that Account to cover the amount of the Bill Payment on the day you initiate the payment, and we will debit your Account at that time. For one time or recurring transactions, you will need to have sufficient funds in the Account on the day before the "Send On" date, since we will debit your Account on the day before the "Send On" date. You can initiate bill payments up to the available funds in your Account, plus any linked credit or other overdraft facility. If you exceed these limits, then we may prevent (or reverse) Bill Payments in any order and in any amount that we choose, even if the result is to reduce your transactions to a level below the amounts needed to pay your bills. If there are not sufficient available funds in the account when we try to debit it, then we may or may not allow the bill payment to go forward. We will attempt to notify you of this, if it ever occurs, but will not be liable for any harm that may occur due to a delay in notice or in processing. Account balance information obtained through the System may not reflect current transactions that can affect bill payment services.
 - 17.5. Cut-Off Hour. The "Send On" is the date that we will initiate the Bill Payment. Bill Payments should be scheduled sufficiently in advance of the due date of your bill to allow the payee to receive it on the due date set by your payee and without taking into account any grace period that may be offered by your payee. Bill Payment requests received by us after 12:00 a.m. "midnight" our local time or on a day that is not a business day of ours (or of a bill payment vendor or intermediary that we may use) may be treated by us as received on the next business day, delaying payment. Also, Sudden Bill Payment requests or "today payments" that are initiated by you will be processed the next business day only if you log off your session prior to midnight. If you do not log off from the Bill Payment Service prior to midnight, then your scheduled payments that are for "Today" will be processed the business day after the next business day.
 - 17.6. Scheduling Payments in Advance of the Due Date. Electronic bills will be paid within 2 business days after the close of business of the Send On Date. Some companies you pay through the Service are not set up for electronic payment and therefore receive a paper draft on your behalf. These paper draft

payments can take up to 5 business days to process before the payee receives the payment. However, with first time payments to a new payee, we will pay your bill within 8 business days after the close of the Send On Date, unless the new payee is verified immediately. If the new payee is verified immediately, then your bill will be paid within 2 or 5 business days after the close of business of the Send On Date. In any case, the Bill Payment service will indicate whether the payee can be paid electronically (requiring you to schedule your payment two business days in advance) or must be paid by paper draft (requiring you to schedule your payment 5 business days in advance). You are responsible for ensuring that you initiate a Bill Payment in time for the payment to reach the payee before its due date (without taking into account any grace period). **Except as described in the Payment Guarantee below, we are not responsible for any damages you may suffer due to delay in your payee properly crediting your account if you do not allow at least 5 business days between the close of the Send On Date and the due date of your bill or obligation, without counting any grace period offered by the payee.**

- 17.7. “Send On” date vs. “Deliver By” date. When scheduling a bill payment, note the difference between the “SEND ON” date and the “DELIVER BY” date. The “SEND ON” date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an email indicating this situation. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the “DELIVER BY” date will be one business day later. If you receive an email because the first attempted deduction was not successful, you should access the Bill Payment Service to determine the date of the second deduction attempt.

If you schedule a payment with the “SEND ON” date as the current date, you must have adequate funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the “SEND ON” date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST.

The “DELIVER BY” date is the date that you can expect the payee to receive your payment. The “DELIVER BY” date for your payment should be no later than the due date the payee has indicated for the payment.

- 17.8. Paper Checks and Your Monthly Statement. Paper drafts (also known as “Bill Pay checks”) may also be used to accomplish your Bill Payment instruction. However, Bill Pay checks are not checks, items or demand drafts drawn off of your deposit account, so they will not be returned to you with your account statement. The Bill Pay checks will also not be listed as checks in your account statement; rather, they will be listed and treated as electronic transfers. If you wish, you are able to obtain a copy of a Bill Pay check, and the charge for the copy is \$ 10.00.
- 17.9. Accurate Information on Payees. You can make a Bill Payment to anyone that is accepted by the Service as a payee. Whether the Bill Payment is made by electronic payment or by check or draft, the Bill Payment will be processed using the information you supply, and if the information you give to us is inaccurate or incomplete in any way, then the Bill Payment may be delayed or mis-directed. If the Service provides you with a series of options regarding payee address or location, you are responsible for correcting that information if it does not agree with your records or with your particular bill. We and the others that handle your Bill Payment (including the payee’s bank) are entitled to rely on information you supply, such as the payee’s account number or the routing number of the payee’s bank, even if the name you give to us and the number you give identify different persons. Electronic payments are made through the automated clearinghouse and are subject to the rules of the ACH. You agree to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee’s bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the electronic bill payment.
- 17.10. Our Right to Refuse a Bill Payment Request or Transaction. In addition to any other rights we may have, we may refuse to process any Bill Payment or Payments at any time, for any reason or for no reason. We will normally seek to notify you promptly, unless there are security reasons for not doing so (but no notice is required if we refuse to process a payment that is prohibited under this Agreement). Without limiting the foregoing, we are authorized under this Agreement, and you agree that we may, prevent payments to or refuse to process payments to any person or entity that you attempt to pay using the Services.
- 17.11. Payment Guarantee. If a properly scheduled payment is not received and posted on time by the payee, we will attempt to have any late fees or assessed finance charges removed. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively

impact your credit rating. (NOTE: Please refer to your Electronic Funds Transfer Disclosure for important information on the limitations of reimbursable fees and finance charges.)

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

- (1) The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Send On" date no later than July 1st.)
- (2) The payment amount did not exceed \$9,999.99.
- (3) The payment was not made to a prohibited payee (described below) or the following type of payee:
 - Payments to payees located in the Armed Forces Postal Codes, such as AE & AP
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
- (4) The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).
- (5) You had sufficient funds in your account during our first deduction attempt on the "Send On" date.

We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

- 17.12. Expedited Payments Guarantee. If a Properly Scheduled Expedited Payment (defined below) is not received and posted by the payee as of the scheduled payment date, you will not be responsible for any Penalties (defined below) that arise due to the failure of such payment to post on the scheduled date and we will refund you the service fee associated with such payment. We will first attempt to have any such Penalties removed, and if the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your payee account noted appropriately to ensure that the situation does not negatively impact your credit rating.

"Penalties" are defined as late fees or finance charges that are assessed on the Properly Scheduled Expedited Payment amount that did not post on the scheduled payment date, not those based on your total outstanding balance.

A "Properly Scheduled Expedited Payment" is defined as a payment that:

- (1) was made from an account that has sufficient funds for the payment and any fees associated with the payment;
- (2) was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date including grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Deliver By" date no later than July 15th.);
- (3) the service indicates is deliverable on or prior to the applicable due date;
- (4) was not made for any of the following types of transactions:
 - Payments that failed due to insufficient funds or other reasons
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
 - Payments to payees outside of the United States
 - Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - Tax entities
 - Collection agencies
- (5) the information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records);
- (6) does not cause you to exceed any applicable risk management limits;

(7) was scheduled when the system was available; and

(8) the payment complies with the payee's policies.

17.13. Prohibited Payees. We will not process payments on your behalf to payees meeting any of the following criteria:

- Payments to payees outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.

17.14. Canceling Bill Payments. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action. You may cancel an outstanding bill payment at anytime through Bill Payment Service. Bill payments are considered outstanding until the "SEND ON" date. You can cancel a "Recurring" transaction by verbal or written no later than 3 business days before the "SEND ON" date of the transaction by contacting Customer Service at the address or phone number listed in this agreement. If you call, we may also require you to put your request in writing and provide it to us within fourteen days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream.

17.15. Internet Email Notifications. It is important to keep a current Internet email address on file with us, as we use this to communicate important security events about your account to you such as:

- Password changes
- User ID changes
- Internet email address changes (sent to old and new addresses)
- Adding New Payees

18. E-BILL Terms and Conditions

The e-Bill Presentment Service is a feature of your Bill Pay Service that allows you to receive an electronic version of your paper bill that you can view and pay online using Bill Payment Service.

18.1. Accessing eBills from a Third Party. You are authorizing the eBill Presentment Service to obtain eBill information from the website of the payee(s) you designate. For us to provide the service, you must provide us with the necessary information needed for this purpose, such as (but not limited to) any user name and/or required password. By doing so, you authorize us to retrieve eBill information on your behalf and you appoint us as agent for this limited purpose.

18.2. Delivery of eBills. We take no responsibility if a payee does not provide an updated eBill in a timely manner. If you do not receive an eBill during a given billing period, you may be directed to contact your payee directly. Additionally, the Bank is not responsible for direct or incidental fees, penalties, or damages resulting from late payments caused by the late delivery of an eBill.

18.3. Incorrect eBills. We take no responsibility if a payee provides incorrect eBill information. If you receive an incorrect eBill during a given billing period, you may be directed to contact your payee directly. Additionally, the Bank is not responsible for direct or incidental fees, penalties, or damages resulting from late payments resulting caused by inaccurate information contained within an eBill.

18.4. Stop eBills. This service can be cancelled at any time. We will notify you if the Bank or a Payee discontinues/stops offering the eBill Presentment Service.

18.5. Hours of Access. You can use eBill Presentment Service between the hours of 6:00 a.m. and 8:00 p.m. Monday through Friday, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs or other reasons beyond our control.

19. Receipt of Transfers and Bill Payment Requests. An Account-to-Account transfer request, or Bill Payment request, or any other electronic communication from you to us is deemed received by us only when it is actually received by the System in a form and format acceptable to the System. You have no right to cancel or amend any request or any debit or credit entry after transmission to us. We may at our discretion seek to assist you in

canceling or amending any transmission, but are not obligated to do so. If we do, you will indemnify us in accordance with this Agreement for any losses we may suffer in connection with our efforts.

20. Stop Payment Orders

20.1. Stop Payment on Bill Pay Checks. You cannot stop payment on a Bill Pay check via the service. If you want to place a stop payment order on a Bill Pay check then you must call us at 1-800-757-8343. We will need the name of the payee, the payee-assigned account number, the amount of the payment, and the scheduled date of the payment. To be effective, your stop payment order will need to reach us in sufficient time for us to process the request before the paper draft has cleared. A stop payment order shall expire and be of no further effect six months from date of its receipt by us unless earlier released or renewed by you in writing. There is a \$10.00 fee for placing a stop payment order on a Bill Pay check.

20.2. Stop Payment on non-Bill Pay Transactions. You may initiate stop-payment requests online via the System for paper checks you have written (non-electronically) on your Bank Accounts that were not created using the System. If the stop payment order is received after 5:00 p.m. or on a non-business day, then the stop payment will be processed on the next business day. All fields on the stop payment form must be completed for your online request to be successfully received by us. In addition, it is essential that the check covered by the stop payment order be described exactly, to include check number, date of issuance, exact amount of check, and payee.

20.3. All Stop Pay Orders. With respect to all stop payment orders, you agree as follows:

20.3.1. To indemnify and hold us harmless from all liability, damage and expense incurred on account for refusing payment of the check.

20.3.2. That the order shall automatically terminate if the account on which the check is drawn is closed.

20.3.3. To notify us in writing to release the order if and when the reason for the stop payment ceases to exist.

20.3.4. That the order will expire and be of no further effect six months from date of its receipt by us unless earlier released or renewed by you in writing. If you input an expiration date of stop payment order and that date is not equal to six months from the entry date, then you will be responsible for any liability, damage or expense incurred.

20.3.5. Despite proper completion and delivery of a stop payment order, you still be liable on the check to any subsequent holder in due course. Should the check described for any reason be paid over the stop payment order, we may avail ourselves of remedies at law to recover the loss.

21. Overdrafts (Order of Payments, Transfers, and other Withdrawals). Credits to your account will be made in accordance with our standard funds availability policy. If your Account has insufficient funds to perform all electronic fund transfers and other payments from the account for a given Business day, then:

21.1. Electronic funds transfers involving currency disbursements will have priority;

21.2. Electronic funds transfers initiated through the System which would result in an overdraft of your Account may, at our discretion, be canceled;

21.3. In the event the electronic fund transfers initiated through the System which would result in an overdraft of your Account are not canceled, overdraft charges may be assessed, pursuant to the terms of any deposit agreement for that Account;

21.4. Items may be dishonored or otherwise returned to avoid an overdraft; and

21.5. You authorize us to seek the return of any previously sent funds transfers.

22. Limits on System Transactions. Federal regulations limit the number of certain types of transfers from interest bearing accounts. You may make a maximum combined total of six (6) transfers or withdrawals per statement cycle, to include (a) transfers to another account of yours at the Bank; (b) transfers via telephone (including data transmission); (c) transfers via Online Banking (including Bill Pay); (d) pre-authorized transfers and withdrawals from you account (including automatic and wire transfers); (e) checks, drafts, ATM or Debit card or similar order made by you and payable to third parties. If you exceed these limits, we may close the account, impose a fee and/or change the account to a non-interest bearing demand deposit account. Each fund transfer or payment through the System from your savings or money market deposit Account is counted as one of the transfers you are permitted each month from that Account. Demand deposit accounts are not subject to these transfer limitations. All transfers between Accounts or to third parties are subject to there being sufficient available funds to cover the amount of the transfer request in the affected account. We may at our option require pre-funding of any transfer or request before processing it. You agree to pay us in immediately available funds any amounts due to us as a result of our processing any funds transfer or request or ACH entry for you. If we allow transfers to be processed against insufficient funds, we are not obligated to continue that practice. We may from time to time impose lower limits on the amount of any funds transfers or requests or on any ACH credit or debit entries and their files, or require funding in advance of actual processing. We will communicate these limits to you if

they are imposed.

23. Security Interest in Accounts. You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights regarding any request or ACH entry processed by you using the System or, if later, until any other claims to such funds have expired.
24. Inactivity Status. If you do not access our Services during any consecutive six (6) month period, your Password and Access ID will convert to inactive status. If your Password and Access ID becomes inactive, you must contact us to have the Password and Access ID re-activated before you will be able to access our Online Banking Services or schedule any transaction.
25. Disclosure of Account Information and Transfers. You agree that information about your Accounts or the transfers you make may be disclosed by us to others, both in connection with our providing the System Services and for other business purposes. For example, we may disclose personal information to third parties in the following cases, and others:
- 25.1. If we have entered into an agreement with another party to provide any of the System Services;
 - 25.2. If it is necessary for completing transfers or otherwise carrying out your instructions;
 - 25.3. If it is necessary to verify the existence and condition of an Account for a third party;
 - 25.4. In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
 - 25.5. In order to provide you with information about products and services that we or an affiliate offers that believe will be of interest to you; or
 - 25.6. If you otherwise give us your specific permission.
26. Periodic Statements. You will get a monthly Account statement. It will not be a separate statement for banking transactions you make using the System. Transfers to and from your Accounts using the System will appear on the respective periodic statements for your Accounts. You will not receive separate confirmation of transfers to or from your Accounts through the System, other than the information provided to you using the System.
27. Change in Terms. We may change any term of this Agreement at any time and from time to time. If advance notice of the change is not required by law, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the System Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.
28. Your Right to Terminate. You may cancel your Service at any time by providing us with written notice. Your access to the System may be suspended within 3 business days of our receipt of instructions to cancel the Service from any person purporting to represent you. You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation.
29. Our Right to Terminate. You agree that we can terminate or limit your access to the Services or any particular service for any of the following reasons:
- 29.1. Without prior notice, if you have insufficient funds in any one of your Accounts or breach any term of this Agreement. Services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
 - 29.2. Upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, in our sole discretion.
30. MOBILE BANKING TERMS AND CONDITIONS
The Mobile Banking Service provides wireless access to your linked accounts to do the following:
- View your Gateway Business Bank account balances;
 - Transfer available funds between your linked accounts;
 - View recent transactions;
 - Receive alerts set up by you; and
 - (Commercial accounts only) Initiate wire transfers to payees that have been established through the Online Banking service (you will not be able to establish new payees through Mobile Banking Services).
- 30.1. Access Requirements. In order to use the Mobile Banking Services, you will need a Wireless Access Device with text messaging and internet access capabilities. You will be required to register your Wireless Access Device through our Online Banking Services using your cell phone number and carrier information. You will be required to select a four-digit personal identification number ("PIN"). Once you

have enrolled, designated accounts linked to your Online Banking Login ID will be accessible through your wireless access device. ("Wireless Access Device"). To use the Mobile Banking Services, you must have at least one deposit account with the Bank. Through the Mobile Banking Services, you will have access to any of your enrolled deposit accounts or loan accounts associated with your customer identification number. The Bank reserves the right to deny access to a deposit account or loan account or to deny transactions. Accounts will only be enrolled in the Mobile Banking Services to the extent they contain the same vested ownership and authorized signers.

- 30.2. Relationship to Third Party Agreements. You agree that, when you use Mobile Banking Services, you remain subject to the terms and condition of your existing agreements with any unaffiliated service providers, including, but not limited your Wireless Access Device service provider (e.g., AT&T, Verizon, etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking Services (such as data usage or text messaging charges imposed on you by your mobile service provider) for your use of or interaction with Mobile Banking Services, which may include downloading software receiving or sending bank related text messages, or other use of your Wireless Access Device when using the Mobile Banking Services, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device or mobile services with your provider directly without involving us.
- 30.3. Your Obligations. You represent and agree to the following by enrolling for Mobile Banking Services, or by using the Mobile Banking Services:
- 30.3.1. Account Ownership/Accurate Information. You represent that you are the legal owner or an authorized user of the accounts and other financial information which may be accessed via Mobile Banking Services. You represent and agree that all information you provide to us in connection with Mobile Banking Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Wireless Access Device you will use to access Mobile Banking Services.
- 30.3.2. User Security. You agree not to give or make available your Mobile Banking Services security code credentials (e.g., your personal identification number (the "PIN")) or other means to access your account (collectively "Security Code") to any unauthorized individuals. You are responsible for all bill payments, transfers or other transactions you authorize using Mobile Banking Services. If you permit other persons to use your Wireless Access Device and Security Code to access Mobile Banking Services, you are responsible for any transactions they authorize.
- 30.3.3. User Conduct. You agree not to use Mobile Banking Services or the content or information delivered through Mobile Banking Services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking Services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking Services; or (i) use Mobile Banking Services in such a manner as to gain unauthorized entry or access to the computer systems of others.
- 30.3.4. Proprietary Rights. For you are permitted to use content delivered to you through Mobile Banking Services only using your Wireless Access Device. You may not copy, reproduce, distribute or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking Services technology, including, but not limited to, any software or other wireless device applications associated with Mobile Banking Services.
- 30.4. Financial Institution's Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- 30.4.1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 30.4.2. If the transfer would go over the credit limit on your overdraft line (if applicable).
- 30.4.3. If the system was not working properly and you knew about the breakdown when you started the transfer.
- 30.4.4. If circumstances beyond the control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

- 30.4.5. There may be other exceptions stated in our agreement with you.
- 30.5. Charges for the Service. Gateway Business Bank does not currently assess any fees or charges for use of its Mobile Banking Services. We reserve the right to change the fees and charges related to this service at any time. Notice of changes will be provided as required by law. Check with your wireless provider for more information about fees associated with accessing the internet or receiving text messages from your mobile phone.
- 30.6. Mobile Banking Services Limitations.
- 30.6.1. When you request a transfer between accounts, you authorize us to withdraw the necessary funds from your designated account. You agree that you will instruct us to make a withdrawal only when a sufficient balance is available in your account at the time of withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, we may, in our sole discretion, either complete the transfer or refuse to complete the transfer. We will notify you if we decide to refuse to complete your instruction. This notification is not required if you attempt to make transfers which are prohibited under this Agreement.
- 30.6.2. The Mobile Banking Services may not be used, and you hereby agree not to engage in any transactions, in violation of any law, including but not limited to the laws administered by the Office of Foreign Assets Control (OFAC) and the laws prohibiting illegal internet gambling.
- 30.6.3. The availability, timeliness and proper functioning of the Mobile Banking Services depends on many factors, including your Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Access Device. We do not warrant that the Mobile Banking Services will be available at all times. The display of account information may vary based on your Wireless Access Device and your cellular service.
- 30.6.4. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Access Device or mobile network which you utilize to access the Mobile Banking Services.
- 30.7. Changes, Termination and Refusals. You may cancel your participation in the Mobile Banking Services at any time either through the Online Banking system, or by calling (562) 403-6969. Unless otherwise restricted by law, we reserve the right to: (i) change or cancel the Mobile Banking Services provided to you at any time; and (ii) suspend your access to the Mobile Banking Services for any reason, including, but not limited to your non-use of the Mobile Banking Services. We will provide you notice of these actions, as required by law. Without limiting the foregoing, we reserve the right to terminate or modify the scope of the Mobile Banking Services at any time. Advance notice of termination or modify will be provided if required by law. If you initiate any transaction, including accessing your account information, through the Mobile Banking Services after the effective date of a modification, you will be deemed to have effectively consented to the modification.
31. Communications between Bank and You. You can write to us at Gateway Business Bank, Internet Banking Department, 18000 Studebaker Road, Suite 550, Cerritos, California 90703. We may write to you at the most current address shown on the Bank's records.
32. Automated Clearing House Entries. You may not process or use the System Services to process any funds transfers by automated clearinghouse unless and until the Bank has specifically approved your doing so. You will be notified separately of any such approval by the Bank. If approved, you agree to be bound by the Operating Rules ("Rules") of the ACH in connection with all ACH transactions, as the Rules may be amended from time to time. Even if approved, the Bank may refuse to process any Entry or Entries at any time, and from time to time, either for cause or without cause. The term "Entry" will mean a debit or credit Entry, as defined under the Rules, unless otherwise specified. In addition:
- 32.1. Compliance with OFAC Regulations. You acknowledge that the ACH system may not be used in violation of, and that you must comply with, the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls. This applies to both ACH entries and all other transactions governed by this Agreement.
- 32.2. Provisional Payments. The receiving depository financial institution ("RDFI") is the financial institution that receives Entries for credit or debit to the account of its depositor (a "Receiver"). You agree to be bound by the provision of the National Automated Clearing House Rules making payment of credit Entries by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for the credit transaction. You understand that if final settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and you will not be deemed to have paid the Receiver. You also agree that any payment by us to you for any debit Entry, or returned credit Entry, is provisional until we receive final payment. We may delay your ability to use this provisional credit for some time.
- 32.3. Types of Entries. If approved for ACH entries, you may use the System to transmit CCD and CCD+ Entries for commercial purposes. You may not use the System to transmit other Entry codes, including PPD Entry codes, without specific prior approval from the Bank. Authorization for PPD Entry codes will not include authorization for PPD represented checks (RCK), point of purchase (POP), Account Receivable Truncated Checks or otherwise unless specifically allowed.

- 32.4. Authorization for Entries. You agree to obtain the appropriate authorization from each person owning or holding the account shown in Entry data delivered by you to Bank, and your instructions to Bank will conform to the authorization. Such authorization will be operative at the time of (A) Bank's sending of the related Entry to an ACH processor or (B) Bank's crediting or debiting, as appropriate, of any related on-us Entry to the Receiver's account. If allowed to process PPD or consumer entries, you will comply with any applicable state or federal laws applicable to Entries to or from consumer accounts. Where a preauthorized debit Entry from a consumer's account varies in amount from the previous debit Entry, you agree to comply with the notice requirements set forth in the Rules and in Regulation E of the Board of Governors of the Federal Reserve System, as applicable.
- 32.5. Processing Entries. Bank will process Entries and settle for Entries in accordance with the Rules and this Agreement. Entry data for any reversal may or may not be processed by Bank, at its sole discretion.
- 32.6. Inconsistency of Receiver Name and Account Number. You acknowledge and agree that, if Entry Data describes a Receiver inconsistently by name and account number, payment of the related Entry may be made by an RDFI (or by us in the case of an on-us Entry) solely on the basis of the account number supplied by you even if it identifies a person different from the named Receiver.
- 32.7. Inconsistency of RDFI Name and Number. You acknowledge and agree that, if Entry data describes the RDFI inconsistently by name and identifying number, payment of the related Entry may be made solely on the basis of the identifying number supplied by you even if the identifying number identifies a person different from the named RDFI.
33. Your Duty to Notify Bank of Error. If you fail to notify us within 60 days after you receive notice (whether by paper statement or electronic statement) of an unauthorized or erroneous transfer or transaction, you will be precluded from asserting any lack of authorization or any error against us.
34. Limitation on Liability. As a condition precedent to any liability of ours, you must notify us in writing of any alleged negligence or breach of this Agreement by us as promptly or as soon as reasonably possible, but in no event later than 5 business days following the day on which such alleged negligence or breach was, or could reasonably have been, discovered by you. Our entire liability and your sole remedy under this Agreement, whether or not the claim is in contract or tort, will not exceed an amount of the fees charged by us to you for your use of the Services during the 3-month period preceding the date of the alleged negligence or breach. Except as set forth herein, we will not be liable or have any responsibility of any kind or any loss or damage thereby incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the System. We cannot and do not warrant that the System will operate without errors, or that any or all Services will be available and operational at all times.
35. NO CONSEQUENTIAL DAMAGES. IN NO EVENT WILL BANK BE LIABLE FOR SPECIAL, GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY PATENT OR OTHER PROPRIETARY RIGHTS. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF BANK.
36. Indemnity. You will indemnify, defend and hold us harmless from against any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees) which we may incur or be subject to, arising out of or related directly or indirectly to any breach by you of your obligations under this Agreement.
37. Governing Law. This Agreement is also subject to applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary such rules or laws, and excluding California rules governing conflicts of law). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. The Bank may, with or without notice, assign this Agreement to a third party either in whole or in part. This Agreement is binding upon your heirs and successors. Any of your obligations pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.
38. Miscellaneous. This Agreement, together with the Application, Account Form, Access Code Form, constitutes the entire agreement between you and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms and conditions of the deposit agreements and disclosures for each of your Accounts, as well as your other agreements with Bank (such as for loans or other services), continue to apply except as specifically altered by this Agreement. This

Agreement shall be effective when Bank accepts and agrees to it, as evidenced by the signature of a Bank officer below. You represent and warrant that this Agreement, once duly executed and delivered by both parties, will be a valid agreement enforceable against you in accordance with its terms. You agree to cooperate with Bank in all manner reasonably requested by Bank, including providing Bank with information about you and executing and delivering to Bank any documents reasonably requested by Bank to further the purposes of this Agreement.

This Agreement may be executed in one or more counterparts or duplicate originals, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

***Note: If "Business Customer" is a corporation, then the corporate secretary should sign below. If "Business Customer" is a partnership, then all general partners should sign below. If "Business Customer" is a limited liability company, then the managers or members as indicated in the Articles of Organization should sign below.**

AGREED AND ACCEPTED:

[Print Name of Company]

By: _____

[Signature of an authorized signer/owner/corporate officer]

[Print Name] _____

Its: _____

[Print Title]

Date: _____

Gateway Business Bank

By: _____

[Print Name] _____

Its: _____

Date: _____

Schedule A

The default security procedure will be the Access ID and password for all services. **If you agree the default security procedure is commercially reasonable, then initial only at the bottom of this page***. Otherwise, in addition to the default security procedure, you may select one or more of the following security procedures to verify the authenticity of electronic fund transfer requests and communication related thereto that are processed through our electronic fund transfer department. As and when supplemental payment systems are added as Services, you may be presented with additional or different security procedures.

- Dual Control Call Back procedure:** The Bank will call the telephone number on record and ask the recipient to identify herself or himself. Once the recipient has identified herself or himself, the Bank will check the name given against the names listed as Authorized Agents by the Business Customer. Provided the name is a listed name and not the same name as the person associated with the Access ID and password combination, then the Bank will ask the recipient to verify the amount of the electronic funds transfer, the beneficiary name, beneficiary bank and routing transit number, if applicable. The Bank will also ask the recipient for his/her social security number. If we are unable to make contact at the telephone number on record, or the recipient is unable to provide the requested verifying information, the electronic funds transfer will not be completed. If the recipient is unable to verify the information for the electronic funds transfer, the electronic funds transfer will not be completed. By initialing here (two Authorized Agents) _____, _____, the Business Customer directs the Bank to use the Dual Control Call Back procedure for processing an electronic funds transfer.
- Call Back with security code procedure:** The Bank will assign security codes to Business Customer. The Bank will call the telephone number on record and ask the recipient to identify herself or himself. Once the recipient has identified herself or himself, the Bank will check the name given against the names listed as Authorized Agents by the Business Customer. Provided the name is a listed name and not the same name as the person associated with the Access ID and password combination, then the Bank will ask the recipient to verify the amount of the electronic funds transfer, the beneficiary name, beneficiary bank and routing transit number, if applicable. The Bank will ask the recipient for his/her security code. If we are unable to make contact at the telephone number on record or the recipient is unable to provide his/her security code, the electronic funds transfer will not be completed. If the recipient is unable to verify the information for the electronic funds transfer, the electronic funds transfer will not be completed. By initialing here (two Authorized Agents) _____, _____, the Business Customer directs the Bank to use the Call Back with security code procedure for processing an electronic funds transfer.
- Encrypted security code:** The Bank will assign a book of security codes to the Business Customer. The Business Customer will be required to keep the code list in a locked and secure location. Upon initiating an electronic funds transfer, the Business Customer will calculate a security code for the specific electronic fund transfer based on a series of numbers which are derived by adding sets of number codes issued for specific information contained in the electronic funds transfer (for example, the Business Customer code would be added to the date code and the amount of the electronic funds transfer codes to reach the final resulting encrypted code). The encrypted security code must be included with the outgoing electronic funds transfer information. The Bank will verify the encrypted code using the same process as provided to the Business Customer. If the security code does not agree the electronic funds transfer will not be completed. By initialing here (two Authorized Agents) _____, _____, the Business Customer directs the Bank to use the Encrypted security code procedure for processing an electronic funds transfer.
- Dual Control Request Procedure:** Access to the System by Access Code/password combinations specified by the Business Customer may be restricted so that two sets of Access Code/password combinations are required. This may limit access to paired or pairs if a dual representative who log onto the System each with his or her Access ID and password, one as sender and one to confirm after reviewing the electronic funds transfers that are pending. Once the System changes the status from "Pending" to "Approved" the electronic fund transfer will be processed. This security procedure is less secure if Access ID/password control is compromised at Business Customer's end. By initialing here (two Authorized Agents) _____, _____, the Business Customer directs the Bank to use the Dual Control Request Procedure for processing an electronic funds transfer.

You agree to pay all the fees associated with your election of any one or more of the above selection of security procedures. If you decide to change a previous election or non-election, please contact the Bank.

***You further agree that you reviewed the above selection of security procedures and find they are commercially reasonable. Initial here _____**

Online Cash Management Agreement Company Resolutions

Business Customer: _____ Account #: _____

I, the undersigned, hereby certify to Gateway Business Bank that I am the _____ (title) (unless otherwise designated, Secretary or Assistant Secretary) and designated keeper of the records and minutes of the Business Customer identified above; I have full authority to make representations set forth in these Resolutions on behalf of the Business Customer; and that the following is a true and correct copy of Resolutions duly adopted by the Board of Directors (if a corporation), partners (if a partnership), owners/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of the Business Customer at a meeting held on the _____ day of _____, 20____, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Business Customer, and that such Resolutions are in full force and effect and have not been amended or rescinded:

1. Resolved, that the person or persons shown below are authorized, individually or together, on behalf of this Business Customer and in its name, to execute and deliver the Online Cash Management Agreement and all related agreements (Agreements) or otherwise to agree to and to bind the Business Customer to the Agreements, as amended from time to time. The "Authorized Agents" of Business Customer are shown below and include (a) the CEO or President, Treasurer or CFO, and any executive vice president whether or not named below; and (b) any person who succeeds any Authorized Agent as an officer of Business Customer occupying the office designated below. The Agreements include, but are not limited to: Online Cash Management Agreement, Funds Transfer Agreement; ACH Origination Agreement, Deposit Account Agreement; and such other agreements as an Authorized Agent may find necessary or appropriate, including amendments or supplements. If there is more than one Authorized Agent, any one of them acting alone or together, may bind the Business Customer.
2. Resolved, any officer or other person acting on behalf of Business Customer (including any Authorized Agent) may from time to time designate one or more persons (who may or may not be Authorized Agents) to have the authority to access and use all System Services as set forth in the Agreements, including without limitation: obtain account information, perform funds transfers by payment order, use Access ID and passwords and agree to security procedures for authentication of communications accomplishing the foregoing, make deposits, draw on accounts (including payments to themselves); and to otherwise engage in any banking or financial service or product approved by the Bank for Business Customer, as set forth in any agreement between Bank and Business Customer or as otherwise evidenced by the conduct of Business Customer.
3. Resolved, any officer or other person acting on behalf of Business Customer (including any Authorized Agent) may act on the Business Customer's behalf in all matters relative to the Agreements, the System Services (without limitation) Business Customer's Access ID and/or passwords ("passcodes"), including but not limited to the right to (i) establish additional passcodes on the Business Customer's behalf for any user, (ii) terminate or cancel any/all existing passcodes; (iii) change the Business Customer's account(s) associated with passcode ID, (iv) change the activity level of an account associated with any passcode, (v) name additional users who will have maintenance authority over Business Customer's passcodes, or terminate the authority of any person with maintenance authority over Business Customer's passcode. As used herein, "associated with Business Customer" means the passcodes used to access the Services were issued by or obtained from a Supervisor or other authorized agent of Business Customer.
4. Resolved, all transactions initiated using any passcode associated with Business Customer (whether temporary or modified) shall be the act and deed of Business Customer; that the passcode security procedures used to authenticate users are commercially reasonable; that any transaction or communication using passcodes associated with Business Customer shall be the act and deed of Business Customer if authorized; that any transaction or communication shall be deemed to be the act and deed of Business Customer and shall bind Business Customer even if not authorized if the passcodes used to access the Services are associated with Business Customer; and
5. Resolved, that the foregoing Resolutions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as Bank is concerned until three (3) business days after Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by Bank prior thereto; and
6. Resolved, that this authorization supersedes any resolution, signature card or other document currently on file with Bank that limits authority over access to any specific account or over Business Customer's accounts with Bank. This authorization shall remain in force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card or related documentation. Any notice of a termination or change with respect to the identity of or the authority of any person to use a passcode must specifically state that it relates to passcodes and must specifically describe the termination or change requested.

