



DEPOSIT ACCOUNT DISCLOSURES

BUSINESS

Important Account Information

To help with your transition to Banner Bank, please review this important account information, including General Account Terms, Schedule of Fees, Privacy Notices and other disclosures provided here (e.g., Truth in Savings, Funds Availability, Electronic Fund Transfers – Your Rights and Obligations, etc.), which are fully replacing the Bank of the Pacific Bank Deposit Account Agreement and Disclosure and related Schedules and Disclosures as of November 16, 2026.

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BUSINESS DISCLOSURES

COMMERCIAL ACCOUNT TERMS AND CONDITIONS

General Account Terms

DEFINITIONS. Throughout these terms and conditions ("Terms"), these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the Client named on the account.
- "We," "our," and "us" refer to the Bank, BANNER BANK.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

General Agreement. You understand that the following terms and conditions and any other documents applicable to your account that are provided to you govern your account with us. You understand that your account is also governed by applicable law. These Terms may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other provisions change in a manner that would adversely affect you, we will provide you with written notice prior to the change as required by applicable law. You acknowledge and agree to these Terms governing your account with us and you accept these Terms by using any of your deposit account services.

Business Accounts. Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit-basis; and any individual who intends to use the account for carrying on a trade or business. We reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

ACCOUNT TYPE	BENEFICIARY DESIGNATION
Single Account	Is owned by one person
Joint Account – With Survivorship (And Not As Tenants In Common)	Is an account in the name of two or more persons. Each of you intends that when you die, the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.
Joint Account – No Survivorship (As Tenants In Common)	Is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

ACCOUNT TYPE	BENEFICIARY DESIGNATION
Community Property Account	Such an account is issued to a husband and wife who intend that all of the property in the account, including earnings, be held as community property.
Revocable Trust or Pay-On-Death Account	If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Your Choice of Account. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

Transfers and Assignments. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

Additional Documents To Open Account. You agree to supply us with a copy of any chartering document, Operating Agreement, or related documents requested by us.

Escrow, Trust, Fiduciary and Custodial Accounts. When your account is set up as an escrow account, trust account, fiduciary account, or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days", or "not valid for more than \$1,000.00."

Stale Or Postdated Checks. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check .

Preauthorized Checks or Drafts. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

Verifying Funds Availability For Check. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

Check Safekeeping. If you can write checks on your account and utilize a check safekeeping system or any other system offered by us for the retention of your checks , you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of a check may be subject to a fee indicated in the Fee Schedule included in these Terms or other disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

Your Responsibility For Back of Check. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

Electronic Checks and Electronically-Created Items. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

Remote Deposit Capture. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at BANNER BANK only."

Remotely Created Checks. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

Withdrawals. Deposits will be available for withdrawal consistent with these Terms or other disclosures. Withdrawals may be subject to a service charge.

Deposits. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to these Terms. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in

accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearing house rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearing house.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

Statements. If your account is a statement account, we will provide you with a periodic account statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account owner who receives this statement is the agent for his/her co-account owner(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for your unauthorized signature or any alteration on the face or back of the item either after one year when you are a natural person whose account is primarily for personal, family, or household purposes or after 60 days when you are other than a natural person or the account has been opened for other than personal, family, or household purposes, or for any unauthorized indorsement on the item discovered and reported to us after one year, after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

Electronic Statements and Notices. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in these Terms or other account opening documents.

ACH And Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state in which your account was opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where your branch is located.

Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

Stop Payments.

Stop Payments on Checks. You may stop payment on a check drawn against your account by a record or written order, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. We reserve the right to confirm your request in writing. A Stop Payment Order on a check remains in effect for 24 months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional 24 months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check. We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

Stop Payment on ACH Debits. Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. A Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or 3) 24 months from the date of the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional 24 months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provision of the Uniform Commercial Code 4A in effect in the state in which we are located, Nacha, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

Death or Incompetency. Neither the death nor the legal adjudication of incompetence of any individual authorized to act on your behalf, or in the case of sole proprietorships, neither your death nor the legal adjudication of incompetence, revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account. For sole proprietorships, neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

Non-Sufficient Funds and Overdrafts- Available Balance. How We Decide to Pay An Item or Debit. We use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and

holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we pay the debit or item on your behalf.

Return Item For Non-Sufficient Funds. If we do not pay the debit transaction or item on your behalf and return the debit or item, we do not charge you non-sufficient funds fee. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

Overdrafts. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

Payment Order of Items

Payment Order of Items. The order in which items are paid is important if the available balance at the end of nightly processing in your account is not enough to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we generally process those items. Items may not be processed in the order they are received.

We process, or 'post', transactions during nightly processing each Business Day (M-F except holidays). Our practice is to first process deposits or credits received before the deposit cut-off time that day. We process next withdrawals or debits (such as ATM, debit card or check transactions) received for payment from your account. We pay some types of transactions, such as debit card transactions, before other types of transactions, such as checks. Note: Except as limited by federal or state regulatory and judicial authorities, we may change the posting order at any time without notice to you.

We process withdrawals received for payment from your account in the following order:

1. Over-the-Counter (In Branch) Account Withdrawals - in dollar order from lowest to highest.
2. ATM and Debit Card - by type of transaction, and within each transaction type in dollar order, from lowest to highest.
3. Account Transfers and Account Withdrawals - by type of transaction, and within each transaction type in dollar order, from lowest to highest.
4. Automatic Payments (also known as ACH) and Banner Bank "Electronic" Online Bill Pay Payments - by type of transaction, and within each transaction type in dollar order, from lowest to highest.
5. Checks, Banner Bank "Check" Online Bill Pay Payments, and similar items - based on check number, from lowest to highest. After the above transactions are complete, we process automated internal transfers to and from linked accounts, such as to provide overdraft protection or to sweep excess balances to loans or other deposit accounts.

If one or more checks, items, or transactions (other than a debit card or ATM transaction) are presented without a sufficient available balance in your account, we may: (a) pay the items (creating an overdraft) which may result in one or more overdraft fees, or (b) return the items for insufficient funds. Overdraft fees are disclosed in the Fee Schedule. We will not charge a fee for paying an overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction on a consumer account. Previously authorized debit card and ATM transactions will not be returned. We strongly encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring resulting fees.

Signatures. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature may have been affixed so

long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

Fees, Service Charges and Balance Requirements. You agree to pay us and are responsible for any fees, charges, or balance/deposit requirements included in these Terms. Fees, charges, and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a Client of this Bank.

Set-Offs and Security Interests. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under these Terms (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court, or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Fee Schedule included in these Terms.

Dormant/Inactive Accounts. You understand that if your account is dormant or inactive we may charge you fees to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

Attorneys' Fees and Expenses. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

Legal Process Against Account. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

Closing Account. We may close the account at any time, with or without cause, after sending you notice as required by the law. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

Our Waiver of Rights. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us shall affect or preclude our future exercise of that right, remedy, power or privilege.

Your Waiver of Notice. You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

Notice. You are responsible for notifying us of any change to the name, type or address of your entity or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us

to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

Liability. If we do not properly complete a transaction according to these Terms, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of these Terms. Any conflict regarding what you and our employees say or write will be resolved by reference to these Terms.

Taxpayer Identification Number and Backup Withholding. You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of payments.

Certified Beneficial Owner Information. You are responsible for notifying us of any changes to the certified beneficial ownership information of the legal entity customer that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

Telephone and Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

Online or Mobile Services. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

Amendments and Alterations. Except as prohibited by law, we may amend these Terms by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records.

Severability. If a court for any reason holds a provision of these Terms to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of these Terms.

Enforcement. You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow these Terms. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce these Terms, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

Effective Applicable Laws and Regulations. You understand that these Terms are governed by the laws of Washington, except to the extent that federal law is controlling. Changes in these laws and regulations may modify these Terms. We do not have to notify you of these changes, unless required to do so by law. If any of these Terms come into conflict with the applicable law and are declared to be invalid or unenforceable, they will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

Transaction Limitations. Your account may be subject to transaction limitations. Please refer to these terms or other disclosures to understand which transaction limitations, if any, apply to your account.

Withdrawal Notice Requirements. We have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

In California, Idaho & Washington, Community Property Account. Such an account is issued to two married persons who intend that all of the property in the account, including earnings, be held as community property.

ADDITIONAL CERTIFICATE OF DEPOSIT TERMS

Account Terms. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), annual percentage yield (APY), length of term period, renewability, and date of maturity are specified on the Certificate and in these Terms or other disclosures provided to you at the time of account opening. Interest will not be compounded unless noted in the Certificate and these Terms or other disclosures and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the annual percentage yield (APY).

Withdrawal From a Certificate of Deposit Prior to Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in these Terms or other disclosures.

Additional Deposits to a Certificate of Deposit During the Term. No additional deposits will be allowed to this account during its term unless otherwise described in these Terms or other disclosures.

Certificate of Deposit Early Withdrawal Penalty. Unless provided otherwise in these Terms or other disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in these Terms or other disclosures.

Certificate of Deposit Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. When applicable to your Certificate, the grace period following the maturity date is described in these Terms or other disclosures.

Single Maturity Certificate of Deposit. Single Maturity Certificates will not automatically renew at maturity. These Terms or other disclosures describe our policy concerning the account's status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at BANNER BANK. It applies to the availability of funds in all of your accounts except for funds deposited to certificate of deposit (CD) accounts. We reserve the right to delay the availability of funds deposited to these accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean Client and the terms "our," "we," or "us" mean BANNER BANK.

Your Ability to Withdraw Funds. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day that we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next business day we are open.

Deposits at Other Locations. This availability policy only applies to funds deposited at BANNER BANK. Please inquire for information about the availability of funds deposited at other locations.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first business day after the day of deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- a. if we believe a check you deposit will not be paid;
- b. if you deposit checks totaling more than \$6,725 on any one day;
- c. if you redeposit a check that has been returned unpaid;
- d. if you have overdrawn your account repeatedly in the last six months; or
- e. if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.

Special Rules for New Accounts. If you are a new Client, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account and checks drawn on BANNER BANK will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service money orders, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of deposit. Funds from all other check deposits will be available on the ninth business day after the day of deposit.

Deposits at Proprietary Automated Teller Machines (ATMs). Funds from deposits (cash or checks) made at an ATM that we own or operate will be available on the first business day after the date of your deposit. All ATMs that we own or operate are identified as our machines.

SCHEDULE OF FEES

The following fees and charges may be assessed against your account: For separate Analyzed Account and Treasury Management pricing, please see Appendix 1 at the end of this document.

SERVICE	FEE
Account Reconciliation (per hour) - \$10.00 minimum	\$25
Cashier's Check Re-issue (if lost, additional documentation required)	\$6 \$10
Check Cashing (Non-Client)	\$3%/Minimum \$5
Check Collection (Incoming and Outgoing) - Domestic - International	\$40 \$50
Checks - Personalized Checks	Prices Vary
Checks - Temporary - per sheet of 4	\$2
Debit Card - Custom Card Design	\$12
Debit Card International Transaction**	1.10% of Transaction
Debit/ATM Card Replacement - After first replacement - Rush replacement	\$5 \$25
Dormant Account Fee (after 12 months of no client account activity)	\$5 per month
Foreign Currency Exchange - Canadian (Clients only) - Non-Canadian (Clients only)	No Charge \$25
Foreign Draft - Canadian - Non-Canadian	\$20 \$35
Legal Process Fee	\$125

SCHEDULE OF FEES continued

SERVICE	FEE
Money Order	\$3
Online Bank to Bank Transfer - Incoming - Outgoing	\$0 \$2
Overdraft Balance Interest Rate (Business Accounts)	WSJ Prime + 5%
Overdraft Items (based on available* balance)	\$30
Paper Statement Fee (Monthly) Paper Statement with Check Images Fee (Monthly)	\$3 \$6
Retainage/Control Agreement Account Setup Fee (non-analyzed) \$0-\$49,999.99	\$50
Retainage/Control Agreement Account Setup Fee (non-analyzed) \$50,000.00+	\$150
Safe Deposit Box - Rental - Late Fee (charged 14-days after due date) - Key Replacement - Drill Fee	Annual fee varies by box size \$5 \$25 Cost plus \$50
Stop Payment (24 month life)	\$35
Wire Transfer - Incoming (Domestic or International) - Outgoing (Domestic) - Outgoing (International) - Returned Wire Fee	\$15 \$30 \$50 \$25

*Please refer to the NON-SUFFICIENT FUNDS AND OVERDRAFTS – AVAILABLE BALANCE section of your Account Agreement disclosure contained herein, for explanation of available balance. This is provided at the time of new account & upon request.

- Paid Transactions resulting in an end-of-day overdrawn available balance of \$5.00 or less, will not be charged a fee.
- We will not charge you more than 4 Overdraft Item Fees in one business day on your account.

**When using your debit card outside of the U.S. there is a 1.10% Currency Conversion fee, which is based on the U.S. dollar transaction amount..

INSURED CASH SWEEP CUSTODIAL AGREEMENT

You, the undersigned, enter into this Insured Cash Sweep Custodial Agreement ("Agreement") with the following financial institution ("we" or "us"):

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("Deposit Accounts") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the IntraFi Cash Service®, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("Related Entitlements"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("Custodial Account") comprises all the CDARS and ICS custodial accounts that we maintain for you.
2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.
3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("UCC"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.
4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.
5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.
6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account. Parties acknowledge that the Business Deposit Account Agreement applicable to the covered deposit account(s) was provided to the Depositor in connection with the establishment of such account(s), and governs the terms and conditions of those account(s), including any provisions relating to dispute resolution, arbitration (if any), choice of law, venue, waiver of jury trial, and related matters. Consistent with Section 10.3(d) of the ICS Deposit Placement Agreement, any dispute, claim, or controversy arising out of or in connection with this Agreement that relates to such account(s) is intended to be resolved in accordance with the dispute resolution provisions of the Business Deposit Account Agreement. To the extent any dispute arises out of or relates to such account(s), the provisions of the Business Deposit Account Agreement shall apply.
7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor.

INSURED CASH SWEEP DEPOSIT PLACEMENT AGREEMENT

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS®, the IntraFi Cash ServiceSM of IntraFi Network LLC ("IntraFi") for placing deposits at depository institutions.

1. Deposit Placement

1.1. Agreement and Schedules

- a. **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.
- b. Each participating institution in ICS that is an insured depository institution ("Destination Institution") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the FDIC standard maximum deposit insurance amount ("SMDIA") of \$250,000.
- c. Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("Deposit Account"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.
- d. The Bank of New York Mellon ("BNY Mellon") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.
- e. You must be capable of using, and you agree to use, the Depositor Control Panel ("DCP"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

1.2. Deposit Accounts

- a. Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.
- b. Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

- a. We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("Custodial Agreement"), we will also act as your custodian for the Deposit Accounts.
- b. Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC insured to the same extent as if it were recorded on the records of a Destination Institution in your name.
- c. For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.
- d. All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

2.2. Termination of Custodial Relationship

- a. Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

- b. We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.
- c. If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.
- d. If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Custodial Account and Interest Rate

3.1. Custodial Account

- a. As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("Custodial Account"). We may permit you to have multiple Custodial Accounts.
- b. On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("Depositor Identifier"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("TIN"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.
- c. If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

3.2. Interest Rate

- a. In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("Interest Rate") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.
- b. In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.
- c. If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.
- d. Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. Account Type, ICS Settlement, and Statements

- a. Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("ICS Settlement") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("Business Day").
- b. You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("Program Balance") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.
- c. We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("Statement Period Yield").
- d. The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only evidence that you receive of your ownership of the funds. You should retain the account statements.

4.2. Triggering Events

- a. Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement ("Triggering Event"). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds ("Root Account") to the Deposit Accounts at ICS Settlement ("Program Deposit") or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement ("Program Withdrawal").
- b. For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 set forth Triggering Events applicable to your deposits.

4.3. Program Deposits

- a. Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the next Business Day ("Regular Program Deposit").
- b. Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the same Business Day ("Same-Day Program Deposit") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("Same-Day Deposit Cutoff Time"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.
- c. We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

4.4. Program Withdrawals

- a. Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in a transfer of funds from the Deposit Accounts at ICS Settlement the next Business Day ("Regular Program Withdrawal").
- b. Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the same Business Day ("Same-Day Program Withdrawal") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("Same-Day Withdrawal Cutoff Time"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

4.5. Withdrawal Advances; Security Interest

- a. If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.
- b. With respect to any amount that you owe to us pursuant to Section 4.5(a):
 - i. you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,
 - ii. if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and
 - iii. to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.
- c. If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction

in the Root Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

4.6. Account Type and Withdrawal Limit, If Any

- a. Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("DDA") or a Deposit Account that is a money market deposit account ("MMDA"), as provided in Section 1 of Schedule 2.
- b. Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.
- c. Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.
- d. If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:
 - i. We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.
 - ii. In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.
- e. If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

5. Placement Feature

5.1. Reciprocal and One-Way

- a. If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("Reciprocal Feature").
- b. Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("One-Way Feature").
- c. Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

5.2. Placement Feature and Rate

- a. Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.
- b. When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.
- c. If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

5.3. Placement Requirements

- a. Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.
- b. If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

- a. The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.
- b. The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.
- c. You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.
- d. Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

6.2. Destination Institution Exclusions

- a. You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("Exclusions List").
- b. We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.
- c. An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.
- d. You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

6.3. Depositor Control Panel

- a. IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.
- b. You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.
- c. To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.
- d. From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

6.4. Depositor Placement Review

- a. Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

- b. After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.
- c. The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.
- d. In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day ("Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.
- e. If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("Alternate Placement List"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.
- f. If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.
- g. A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.
- h. We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

- a. You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at: <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.
- b. All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.
- c. You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.
- d. We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.
- e. The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth

of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

- f. Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

- a. You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.
- b. You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

- a. Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.
 - i. If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.
 - ii. If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("NCUA") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.
 - iii. If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.
- b. If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.
- c. If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

7.4. Deposit Insurance Payments

- a. In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.
- b. If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

- c. If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.
- d. If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

8. Additional Considerations

8.1. Compare Rates

- a. We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.
- b. The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

8.2. Allocation Considerations

- a. ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.
- b. Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

- a. Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.
- b. If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

9. Conforming Changes

- a. If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:
 - i. "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and
 - ii. "DDA-MMDA Option" is changed to "ICS."
- b. If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

- c. If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:
 - i. If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."
 - ii. If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."
 - iii. If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."
 - iv. If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "You may use up to six MMDA Program Withdrawals per month."
 - v. If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "No MMDA Program Withdrawal limit applies."
- d. If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:
 - i. Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.
 - ii. Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.
 - iii. Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.
- e. If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

10. Other Provisions

10.1. Release and Use of Identifying Information

- a. We may provide information that identifies you ("Identifying Information"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("Service Provider"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.
- b. We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.
- c. Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.
- d. IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

10.2. Tax Reporting and Withholding

- a. To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.
- b. If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

10.3. Liability and Dispute Resolution

- a. We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.
- b. If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.
- c. SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).
- d. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

10.4. Miscellaneous

- a. This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.
- b. Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.
- c. Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.
- d. Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

- e. The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.
- f. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

ACH ORIGATION AGREEMENT

This ACH Origination Agreement (this "Agreement") is made and entered into as of the date set forth below by and between the undersigned Customer ("Customer") and Banner Bank ("Bank").

I. Recitals

Customer, acting in the capacity of an Originator, wishes to send (also known as initiate) credit and/or debit Entries by means of the Automated Clearing House pursuant to the terms of this Agreement, the Business Online Banking Services Agreement, and the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines (the "Rules"), as amended from time to time, and Bank is willing to act as an Originating Depository Financial Institution with respect to such Entries pursuant to this Agreement.

Terms used herein that begin with an initial capitalization shall have the meaning given to them in this Agreement, in the Business Online Banking Services Agreement, or in the Rules, as applicable. If there is a conflict or inconsistency in the meaning of a term as defined or used herein in the Business Online Banking Services Agreement, or in the Rules, then such term shall have the meaning given to it in the Rules, then this Agreement, then the Business Online Banking Services Agreement.

II. Definitions

Account means a demand deposit account or other deposit account Customer has with Bank that permits to be linked to a Service.

Account Agreement refers to signature cards and the accompanying forms that are part of opening a new account including the disclosure known as the Online Banner Banking Agreement which is received when Customer logs into Business Online Banking for the first time.

Agreement means this ACH Originator Agreement as amended from time to time. All references to "Agreement" include all Schedules, Addendums, User Guides and User Documentation that Bank provides to Customer from time to time.

Applicable Law means any federal, state or local statutes, rules, regulations, regulatory guidelines and judicial or administrative interpretations related to this Agreement, the Services, Customer, or Bank (each as applicable), as well as any rules or requirements established by any regulatory authority. Applicable Law includes, without limitation, laws and regulations regulating unfair, deceptive and abusive acts or practices, all anti-money laundering laws and regulations, including the Bank Secrecy Act as amended from time to time, the USA PATRIOT ACT of 2001, regulations administered by the Office of Foreign Assets Control or Financial Crimes Enforcement Network, the EFTA and Regulation E.

Authorized Person means each person who is designated as an authorized signer either on the account signature card or in Customer's Authorization Resolution.

Authorization Resolution refers to Bank documents such as, but not limited to, Corporate Authorization Resolution, Partnership Resolution of Authority, Limited Liability Company Authorization Resolution, Limited Liability Professional Resolution, and Sole Proprietorship Resolution of Authority, Resolution of Lodge, Association or other similar organization.

Automated Clearing House (ACH) ACH is a network of national and regional associations, inter-Bank associations, and private-sector processors. ACH payments are processed and settled electronically, thereby increasing reliability, efficiency and cost effectiveness.

Business Day is any business day which is a legal banking day on which Bank is open to the public for carrying on substantially all of its business (other than a Saturday, Sunday or Holiday as listed in Schedule A) and the ACH processor is open for business.

Business Online Banking is Bank's online banking service used by customers for the origination of ACH transactions.

Business Online Banking Services Agreement (formerly referred to as the Online Cash Management Agreement (OCMA)) is the agreement governing the use of services performed through Business Online Banking, and incorporates the Business Online Banking Service Application.

Company Administrator means the person designated in the Business Online Banking Services Agreement to administer access to Business Online Banking.

Credit Underwriting refers to Bank's internal review policy which is used to determine the allowable limits for various Customer transactions in the Business Online Banking and Remote Deposit Systems including ACH.

Effective Entry Date means the effective date placed on an ACH transaction by the Originator of the transaction or the ODFI. It is normally the date the Originator or ODFI intends the transfer to take place.

Electronic Funds Transfer Act (EFTA) means the federal law that sets out the rights and obligations of consumers and their Financial Institutions regarding the use of electronic systems to transfer funds.

Entry or Entries means credit Entries and debit Entries, including On-Us Entries consistent with the Rules and also includes any data for entries or any pre-notification entries.

National Automated Clearing House Association, (NACHA) is a membership organization that provides marketing and education assistance and establishes the Rules, standards and procedures that enable ODFI's and RDFI's to exchange ACH payments.

Notification of Change (NOC) may be created by an RDFI to notify the ODFI that a posted Entry or Prenotification Entry contains invalid or erroneous information and should be changed.

OFAC means Office of Foreign Assets Control.

Originating Depository Financial Institution (ODFI) is a Financial Institution (FI) issuing/processing ACH file(s) on behalf of its client. For purposes of this Agreement, Bank shall be deemed the ODFI for Entries initiated under this Agreement.

Originator is an individual or organization initiating ACH transmissions. For the purposes of this Agreement, Customer shall be deemed an Originator.

Prenotification Entries (Prenotes) are optional, zero-dollar entries that are sent to the ACH network and then the RDFI to verify instructions prior to sending live entries.

Receiver is defined as the individual or company who is the recipient of an electronic debit or credit Entry.

Receiving Depository Financial Institution (RDFI) is a Financial Institution (FI) that receives ACH debits or credits on behalf of an individual or business client.

Regulation E means the regulation that implements the Electronic Fund Transfer Act, currently codified at 12 C.F.R. part 1005.

Remote Deposit Agreement refers to Bank's agreement with Customer to provide remote deposit services that enable Customer to scan and deposit items outside of Bank's branch banking environment.

Remote Deposit System refers to Bank's Remote Deposit service, accessed through the internet with approved check scanning equipment.

Return Entry or Return Entries means any item, which cannot be processed and is being returned by the RDFI to the ODFI for correction or re-initiation.

Rules mean the NACHA Operating Rules and Guidelines, which provide a complete guide to the rules, regulations and guidelines governing the Automated Clearing House.

SEC Codes means the Standard Entry Class codes which are 3-character codes within an ACH company/batch header, which identifies the type of transactions within an ACH batch of file (e.g. PPD, CCD, etc.)

Secure ID Key or Security Token means the security device which contains an ever changing random code which is entered to approve ACH transactions in Business Online Banking.

Services means the ACH services and features of those services which Bank may provide from time to time to their commercial customers.

Uniform Commercial Code Article 4A (UCC4A) — means the portion of the Washington State Uniform Commercial Code which deals with certain funds transfers, including ACH credit transactions not subject to the Electronic Funds Transfer Act or Regulation E. This law outlines the protections and responsibilities given to the parties to funds transfers, and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.

III. Agreement

1. Authority to Execute this Agreement.

Customer represents that the Authorized Customer Representative who signs this Agreement on behalf of Customer is an Authorized Person with full power and authority to execute, modify, amend, or terminate this Agreement. Bank is entitled to rely on this Agreement and any amendments thereto executed by an Authorized Person.

2. General.

- a. Bank will transmit debit and/or credit Entries initiated by Customer to the Automated Clearing House as provided in the Rules and this Agreement. For purposes of this Agreement, the following ACH Standard Entry Class Codes (SEC), as defined in the Rules, are currently permitted for use with the Services, subject to any further requirements or restrictions under this Agreement and as further amended by Bank from time to time:
 - i. ARC - Accounts Receivable Entry
 - ii. BOC - Back Office Conversion
 - iii. CCD - Corporate Credit or Debit
 - iv. CTX - Corporate Trade Exchange
 - v. POP - Point-Of-Purchase
 - vi. PPD - Prearranged Payments & Deposits:
 - vii. RCK - Re-presented Check
 - viii. TEL - Telephone-Initiated Entry
 - ix. WEB - Internet-Initiated Entry
- b. Customer agrees that its ability to submit or process Entries under this Agreement is subject to: (i) Bank's approval, (ii) receipt by Bank of all required and properly executed forms, authorizations (including authorizations for each Receiver), and such other information as Bank may reasonably request from time to time in connection with this Agreement, and (iii) Customer's compliance with the terms of this Agreement, the Rules and all Applicable Laws.
- c. Customer approval for use of the Services is further subject to Credit Underwriting criteria established by Bank from time to time. Bank will communicate to Customer the nature and content of that criteria and the information Customer will be required to provide. Customer agrees to provide Bank such financial, business, and operating information as Bank may reasonably request in connection with Bank's underwriting and approval process.
- d. Customer agrees that: (i) the Services and this Agreement are subject to Bank's assessment and approval of its settlement risk, (ii) that in order to evaluate such risk and for underwriting purposes certain documentation is required from Customer from time to time, and (iii) Bank shall have the right to reject the application of Customer for the Services or continuation of such Services if, in Bank's judgment, the information provided by Customer is not deemed satisfactory including, without limitation, for purposes of Bank's evaluation of its settlement risk. For purposes of this Agreement, "settlement risk" means there is a material risk that a settlement in a transfer system does not take place as expected.
- e. Additional approval is required to initiate TEL and WEB transactions, and Customer must execute an Addendum A to this agreement. Additional approval is also required for ARC, BOC, POP and RCK transactions which are executed using Addendum B.
- f. The allowed Services granted to Customer may consist of multiple features, such as web-enabled data entry screens, file transfers and uploads. The total dollar amount of Entries transmitted by Customer to Bank on any day shall not exceed the amount specified for Customer's daily ACH Limit or the current amount approved through Bank's Credit Underwriting process. The maximum daily or periodic dollar amount of Entries will be re-evaluated at least annually, and may be changed from time to time by Bank. Customer acknowledges that Bank may otherwise monitor Customer's origination and return activity across multiple Settlement Dates and require corrective action if return rates exceed the requirements of the Rules, and enforce restrictions on the types of Entries that may be originated and enforce exposure limits, each as established by Bank from time to time.

3. Compliance.

- a. Customer agrees to use the Services pursuant to (i) the terms of this Agreement (including any Schedules, Addendums, User Guides or User Documentation that are provided and made part of this Agreement), as this Agreement and such other Schedules, Addendums, User Guides and User Documentation may be amended or supplemented from time to time by Bank, and (ii) Applicable Law.
- b. Customer shall obtain a copy of the Rules and agrees to comply with and be bound by the Rules currently in existence and as amended from time to time. Customer will be responsible for promptly obtaining all future amendments. Origination, receipt, return, adjustment, correction, amendment and transmission of Entries must be in accordance with the Rules and, with respect to credit Entries which constitute payment orders, Article 4A of the Uniform Commercial Code as adopted in Washington State, as both are amended from time to time. The terms of this Agreement shall in no way limit Customer's obligation of complying with the Rules.
- c. Customer shall not use or attempt to use the Services (i) to engage in any illegal purpose or activity or to violate any Applicable Law; (ii) to breach any contract or agreement by which Customer is bound; (iii) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, unless approved by Bank in writing and subject to any instructions provided to Customer by Bank; or (iv) to otherwise engage in any transaction or activity that is specifically prohibited by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement.
- d. Bank has the right to audit Customer's compliance with its obligations under this Agreement, including compliance with Applicable Law and the Rules. Customer agrees to comply with any valid regulatory request for audit by any regulatory authority with respect to Customer's use of the Services pursuant to this Agreement. Customer agrees that if requested by Bank (not more often than once per calendar year), Customer will complete a self-assessment of its operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Customer.
- e. Customer shall notify Bank, promptly, but in no event later than five (5) Business Days after it becomes aware of any actual or threatened litigation, investigation, proceeding or judicial, tax or administrative action by any regulatory authority that, if resolved adversely to it, would reasonably be expected to materially adversely affect Customer's use of the Services, its indemnity obligations under this Agreement or its ability to perform its obligations under this Agreement or otherwise impacts the Services.

4. Security Procedures.

- a. Customer and Bank shall comply with the Security Procedures described in this Agreement, Business Online Banking Services Agreement, and the Rules with respect to Entries transmitted by Customer to Bank. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No Security Procedure for the detection of any such error in transmission or content of Entries has been agreed upon between Bank and Customer. By using Business Online Banking to transmit ACH transactions, Customer agrees with Bank that the Business Online Banking security procedures are reasonable, sufficient and secure for Customer's purposes.

Bank recommends that Customer separate the ability to create, modify, or upload Entries from the ability to initiate (authorize and transmit) Entries in order to reduce Customer's risk of suffering a loss resulting from unauthorized or fraudulent Entries. When the Company Administrator authorizes a User to create, modify, or upload Entries, Bank recommends that the Company Administrator assign a separate User to initiate these Entries.

- b. Customer is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices, and related instructions provided by Bank. If Customer believes or suspects that any such information has been accessed by an unauthorized individual, Customer will verbally notify Bank immediately, followed by written confirmation. Such notification will not affect any transfers made in good faith by Bank prior to its receipt of the notification or made in good faith by Bank after its receipt of the notification, but not received in time for Bank to act to prevent unauthorized transfers.

- c. In the event of a breach of the Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach, Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.
- d. Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any security device (including any Secure ID Key or Token), at any time and from time to time at Bank's discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

5. Authorization for Transactions and Liability

You agree that Bank may act on the verbal, written or electronic instructions of any of your authorized Business Online Banking or Remote Deposit System Company Administrator(s) established in the User settings in the Business Online Banking and/or the Remote Deposit System.

- a. The Business Online Banking and Remote Deposit services are designed so that they may be operated only upon entry of a valid User ID and password and in certain cases may require the use of an ID Key or Security Token. Since access is conditioned upon entry of a valid User ID and Password, and a Secure ID Key or Token, where applicable, Bank will accept instructions for transfers or other transactions from any person using a valid User ID and Password and a Secure ID Key or Token, where applicable. This is so even if the person obtaining access:
 - 1. Is not a Customer representative.
 - 2. Exceeds Customer's authority or that granted by any Customer representative.
 - 3. Has had his/her authority changed or revoked.
 - 4. Is an imposter or a thief.

It is Customer's responsibility to notify Bank immediately if or when any unauthorized access is suspected.

- b. You agree that Bank may act on the verbal, written or electronic instructions of any of your authorized Business Online Banking or Remote Deposit System Company Administrator(s) established in the User settings in the Business Online Banking and/or the Remote Deposit System.
- c. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry even though the Entry (or request) was not authorized by Customer, provided Bank accepted the Entry in good faith and acted in compliance with the Security Procedures herein and those referred to in the Business Online Banking Services Agreement with respect to such Entry.
- d. Customer will bear the risk of all transaction losses, including fraud losses and losses associated with disputed, unauthorized transactions and errors (as defined by Regulation E), other than losses due to Bank's gross negligence or willful misconduct hereunder, related to any ACH transaction, the use of the Services or any Entry.

6. Physical and Electronic Security.

- a. Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Without limiting the generality of the foregoing. Customer specifically acknowledges and agrees that as part of the foregoing

obligation, Customer shall comply with any and all Data Security Requirements” contained in the Rules for the safeguarding of Protected Information, as that term is defined in the Rules, including to protect account numbers used in the initiation of Entries and Files by rendering them unreadable when stored electronically.

- b. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware”, “keystroke loggers”, and/or “spyware”), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Customer’s own discretion and risk, and Bank is not responsible for any damage to Customer’s computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer’s operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer’s operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer’s operating systems or accessed through an Internet connection.
- c. Customer acknowledges and agrees that it is Customer’s responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” and “pharming”). Customer agrees to educate User(s), agents, and employees to not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.
- d. Customer shall establish, implement, and maintain risk-based processes and procedures that are reasonably intended to identify Entries initiated due to fraud. Customer agrees to review these processes and procedures at least annually and make any appropriate updates or modifications necessary to address evolving fraud risks.

7. Recording and Use of Communications.

Customer and Bank agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be monitored and electronically recorded without further notice to the parties to such conversations, emails or transmissions and retained by either party by use of any reasonable means. Bank shall not be obligated to make such recordings available to Customer.

8. Processing, Transmittal and Deadline.

- a. Customer agrees to provide all information necessary and requested by Bank to ensure that Entries conform to the format, content and specifications requirements under the Rules, including any required company entry descriptions, and in accordance with the security procedures described in this Agreement. Customer acknowledges that Bank may, but is not obligated to, take any action to confirm or verify any information provided by Customer in connection with an Entry, and that Bank has no obligation to discover and shall not be liable to Customer for errors made by Customer or any other person, including errors made in identifying the Receiver or RDFI, or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Customer. Notwithstanding the foregoing, if Customer discovers that any Entry it has initiated was in error, it shall notify Bank of such error. In the event that Customer makes an error or issues a duplicate Entry, Customer shall reimburse Bank for any loss, damages or expenses, incurred by Bank as result of the error or issuance of duplicate Entries.
- b. Except as provided in Section 9, On-Us Entries and Section 10, Rejection of Entries, Bank shall:
 - i. Use commercially reasonable efforts to comply with the instructions of Customer;
 - ii. Process Entries received from Customer that conform with the file specifications set forth in Rules;
 - iii. Transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank acting as an Automated Clearing House Operator;
 - iv. Settle for such Entries as provided in the Rules.
- c. Bank shall transmit Entries in a timeframe such that the Entries will be accepted by ACH processors and be received/posted on the “Effective Entry Date” (the business day the Receiving Depository Financial Institution or RDFI acts upon the Entry) by the RDFI, provided Entries are received, completed and authorized by Bank’s end of day cut-off time on a day that is preferably two (2) Business Days prior to the Effective Entry Date (the “deadline”).

If Entries are not completed and successfully initiated by the deadline, Bank cannot guaranty the Entries will be accepted by ACH processors, or be received/posted on the Effective Entry Date by the recipient's financial institution. Bank may accept an Entry after the deadline and Bank will use reasonable efforts to transmit such Entry to the ACH processor no later than Bank's next regularly scheduled delivery time.

- d. Entries shall be deemed received by Bank, in the case of transmittal by electronic transmission, when the transmission (in compliance with any related Security Procedures provided for in this Agreement and in the Business Online Banking Services Agreement) is completed by the deadline.
- e. Customer agrees to be bound by any transaction, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with the Security Procedures chosen by Customer.
- f. Customer acknowledges and agrees that in the event of an unauthorized debit Entry, a consumer Receiver has the right to obtain a refund of the funds debited from the consumer Receiver's account upon the consumer Receiver sending a written notice to its financial institution after the consumer Receiver's financial institution provides information to the consumer Receiver about the debit Entry. During this process, Customer may ask Bank to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Bank will make commercially reasonable efforts to obtain the form and will deliver it to Customer when received. In the event of an unauthorized debit Entry involving a corporate Receiver, Customer acknowledges in accordance with Applicable Law (including the Rules), the Receiver's agreement with its financial institution, and any agreement between Customer and such corporate Receiver, that a corporate Receiver may have the right to obtain a refund of the funds debited from the corporate Receiver's account upon the corporate Receiver sending a written notice to its RDFI. Customer hereby indemnifies Bank against any claim by any Receiver arising out of or in connection with any refund by any Receiver, except to the extent of Bank's non-compliance with Applicable Law, or its gross negligence or willful misconduct. Customer agrees not to re-originate any transaction returned as unauthorized or as authorization revoked, unless the Receiver reauthorizes the Entry or as otherwise permitted by the Rules.

9. On-Us Entries.

Except as provided in Section 10, Rejection of Entries, in the case of an Entry received for credit to an Account maintained with Bank (an "On-Us Entry"), Bank shall credit the Receiver's Account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 8 are met. If those requirements are not met, Bank shall use reasonable efforts to credit the Receiver's Account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

10. Rejection of Entries, Non-Performance.

- a. Bank may reject any Entry which does not comply with the requirements of this Agreement, including:
 - i. Any On-Us Entry for any reason for which an Entry may be returned under the Rules.
 - ii. If Customer has failed to comply with its account balance obligations under Section 15.
 - iii. Any Entry if Customer does not adhere to the Security Procedures as described in this Agreement and the Business Online Banking Services Agreement.
 - iv. Customer, or the Entry, does not comply with the terms of this Agreement (including any Entries that exceed exposure limits or the Bank reasonably suspects as fraudulent or unauthorized or for any other reason under this Agreement), the Rules or Applicable Law.
- b. Bank shall notify Customer orally (by phone or in person), by electronic transmission (including email), or in writing of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH network, or in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
- c. Notwithstanding the foregoing, Customer agrees that Bank, in performing any action under this Agreement, including debiting or crediting an account or transfer funds otherwise required by the Rules, is excused from such performance to the extent such performance would be inconsistent with Applicable Law or the Rules.

11. Cancellation or Amendment of Entries.

Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, if such request complies with the Security Procedures described in this Agreement and the Business Online Banking Services Agreement., Bank

shall use reasonable efforts to act on such a request prior to transmitting the Entry to the ACH network or, in the case of an On-Us Entry, prior to crediting a Receiver's Account, but shall have no liability if such cancellation or amendment is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect Customer's request for the cancellation or amendment of an Entry.

12. Reversals of Entries/Files.

Customer may only initiate a reversing Entry or file of Entries for erroneous or duplicate transactions, as permitted by the Rules. In doing so, Customer warrants that it has initiated the Entries or Files within 5 Business Days of the original Entry or Entries. Customer also warrants that the account holder of a reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. For both reversing Entries and files, Customer indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability, or expense. Bank cannot guarantee the funds will be returned to Customer or that all entries within the ACH batch submitted for reversal are going to be honored by the RDFI.

13. Notice of Returned Entries.

Bank shall notify Customer orally (by phone or in person), by electronic transmission (including email), or in writing of the receipt of a returned Entry from the Automated Clearing House no later than one Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Customer in accordance with this Agreement, Bank shall have no obligation to retransmit a returned Entry to the Automated Clearing House if Bank complied with the terms of this Agreement with respect to the original Entry. In any event, Customer agrees and acknowledges that it may only reinitiate a returned Entry two (2) times, except as provided below.

14. Payment by Customer for Entries.

- a. Customer shall pay Bank the amount of each Entry transmitted by Bank pursuant to this Agreement by the Effective Entry Date.
- b. Each party shall bear its own costs and expenses in connection with the use of or provision of the Service.
- c. Customer shall be responsible for payment of any sales, use, excise, value added, utility or other similar taxes relating to any Entry executed pursuant to this Agreement. Customer furthermore agrees to be responsible for all tariffs, duties or taxes (excluding any taxation of our income) imposed by any government or governmental agency in connection with any Entry executed pursuant to this Agreement.

15. Banner Bank Account.

A Banner Bank Account must be used as the primary account to offset all Entries processed through Business Online Banking ("Account"). Customer will designate such Account with Bank for processing of ACH transmissions as set forth in the Business Online Banking Services Agreement and/or the Remote Deposit Agreement. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Account(s) of Customer, and shall credit or debit the Account for any amount received or paid by Bank by reason of the return of an Entry transmitted by Bank. Such credit or debit shall be made as of the day of such returned Entry is received by Bank. Customer shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. Bank may, at its discretion, place a hold or debit on funds equal to the amount of the total debit or credit to the Customer Account at the time of initiation. If the Account does not have sufficient funds to process ACH transmissions, Bank may, at its discretion, deny, reject or process the Entries, without any liability. If the Entries are processed, Customer is still obligated to pay Bank for the Entries. In the event there are not sufficient available funds in the Account to cover Customer's obligations under this Agreement, Customer agrees that Bank may debit any account maintained by Customer with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this Agreement.

16. Pre-Funding

Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH file. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank, including its Credit Underwriting criteria. Bank will communicate directly to Customer if pre-funding is required and,

if requested by Customer, will provide Customer with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer up to two (2) Business Days before each Effective Entry Date.

17. Settlement Reserve.

Customer may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by Bank. Customer hereby acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by Bank for purposes of offsetting any Customer obligations under this Agreement. If Customer's Settlement Reserve falls below the required amount, Customer authorizes Bank to immediately replenish the Settlement Reserve to an amount to be determined by Bank via ACH debit to the Customer Account or by direct deposit to the Settlement Reserve. No interest will be paid on the Settlement Reserve.

Customer grants Bank a security interest in any Settlement Reserve so that Bank may enforce any obligation owed by Customer under this Agreement without notice or demand to Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement for the duration of the Termination Period during which time Bank's security interest shall continue.

18. Confirmation, Account Reconciliation.

Entries transmitted from Customer's Account under this Agreement will be reflected on Customer's periodic statement issued by the Bank with respect to such Account. Customer agrees to notify Bank promptly of any discrepancy (unauthorized Entry, alterations, forgeries, or any other errors) between Customer's records and the information shown on any Account periodic statement. If Customer fails to notify Bank of a discrepancy within thirty (30) days from when the periodic statement containing such information is first sent or made available to Customer, Customer agrees that Bank shall not be liable for any losses, if the losses were suffered by reason of Customer's failure. Regardless of whether Bank used ordinary care, Customer is precluded from making any claim against Bank if Customer fails to notify Bank of a discrepancy within forty-five (45) days from when the periodic statement containing the discrepancy is first sent or made available to Customer. Nothing in the foregoing paragraph shall expand or otherwise affect Bank's limitation of liability or disclaimer of warranties as set forth in this Agreement.

19. Customer Representations and Warranties; Liability; Indemnity.

With respect to each and every Entry initiated by Customer, Customer represents and warrants to Bank and agrees to each of the following:

- a. Each Entry is accurate, is timely, and each person shown as the Receiver of an Entry has authorized the initiation of such debit or credit Entry to Receiver's account in the amount and on the Effective Entry Date shown on such Entry, according to the Rules;
- b. Such authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein;
- c. Entries transmitted to Bank by Customer are limited to those types of credit or debit Entries set forth in Section 2, Types of Entries, and for which Customer has been approved by Bank to process in accordance with this Agreement.
- d. Each debit entry is for a sum which, on the settlement date with respect to it, will be owing to Customer from the party whose account will be debited, is for a sum specified by such party to be paid to Customer or is a correction of a previously transmitted erroneous credit entry;
- e. Customer shall perform its obligations under this Agreement in accordance with all Applicable Laws, including the sanctions laws administered by Office of Foreign Assets Control (OFAC) the Electronic Funds Transfer Act (if applicable), or Uniform Commercial Code Article 4A (UCC4A) (if applicable);
- f. Customer shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provisional payment of an Entry by the Receiving Depository Financial Institution to the Receiver (provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry). Customer specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.
- g. Without limiting any of the foregoing, Customer makes all warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC Codes for Entries submitted to Bank by Customer.

Customer shall defend, indemnify, and hold harmless Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any representations, warranties or agreements made by Customer under this Agreement, including any of the foregoing.

Bank will charge Customer any fines or penalties imposed by any regulatory authority or any organization (including NACHA) which are incurred as a result of the actions or omissions of Customer, and Customer agrees to fully reimburse and/or indemnify Bank for such charges or fines assessed against or incurred by the Bank. The specific duties of Customer as provided in this Agreement in no way limits the foregoing.

20. Bank Representations and Warranties; Liability; Indemnity.

- a. In the performance of the Services required by this Agreement, Bank shall be entitled to rely on the information, representations, and warranties provided by Customer pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. When held by the Uniform Commercial Code to a standard of ordinary care and good faith which cannot be waived, "ordinary care" and "good faith" shall mean reasonable commercial standards of the banking industry.
- b. Bank shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its negligence or willful misconduct in performing those Services. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer) or those of any other person, including without limitation, any Federal Reserve Financial Institution, Automated Clearing House or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Bank's agent. Customer agrees to defend, indemnify, and hold harmless Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in this Section 20(b).
- c. In no event shall Bank be liable for any consequential, special, incidental, punitive, indirect or similar loss or damage which Customer may incur or suffer, whether or not the likelihood of such loss or damage was known or contemplated by Bank and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.
- d. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violate any provision of any present or future risk control program of the Federal Reserve or any statute, rule, regulation, or license of the United States, or any federal agency or any other U.S. governmental regulatory authority.
- e. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, BANK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY EXCLUDED BY BANK UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. USE OF THE SERVICES IS AT CUSTOMER'S OWN RISK. BANK DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, ERROR-FREE, WITHOUT BREACHES OF SECURITY, WITHOUT DELAYS OR THAT DEFECTS WILL BE CORRECTED. BANK SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SERVICE FAILURES THAT MAY AFFECT THE SERVICES OF CUSTOMER.

21. Inconsistency of Name and Account Number.

Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied

by Customer, even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

22. Notifications of Change.

Bank shall notify Customer of all Notifications of Change (NOC) received by Bank relating to Entries transmitted by Customer by mutually agreeable means, including email, no later than one Business Day after receipt thereof.

23. Payment for Services.

- a. Customer shall pay Bank the fees and charges for the Services in accordance with Bank's published fee and charges schedule as changed from time to time. It will be available to Customer upon request.
- b. Each party shall bear its own costs and expenses in connection with the use of or provision of the Services.
- c. Customer shall be responsible for payment of any sales, use, excise, value added, utility or other similar taxes relating to any Services executed pursuant to this Agreement. Customer furthermore agrees to be responsible for all tariffs, duties or taxes (excluding any taxation of our income) imposed by any government or governmental agency in connection with any Services executed pursuant to this Agreement.

24. Amendments.

From time to time, Bank may change any of the terms and conditions contained herein, including, without limitation, business hours or any cut-off hours. Such changes will become effective upon Customer's receipt of notice of the change or such later date as may be stated in our notice to Customer. Notices or advices to Customer will be sent via first class mail or any other commercially reasonable means (including electronic mail), to Customer's current address [or email address] on file with Bank. If a notice is not received because of a disconnection of the chosen means of notice, notice is effective at the time of transmission or dispatch.

25. Notices and Instructions.

- a. Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.
- b. Bank shall be entitled to rely on any notice or other communication believed by it in good faith to be genuine and to have been given by an Authorized Person, Company Administrator or User, including those Authorized Persons and the Company Administrator named in the Business Online Banking Services Agreement. Customer may add or delete any Authorized Person or Company Administrator by written notice to Bank signed by an Authorized Person. Such notice shall be effective on the second Business Day following the day of Bank's receipt thereof.
- c. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, email certified by a digital signature, or by express carrier. Any written notice or other written communication sent by mail to Customer's current address on file with Bank and not returned (except that notice of termination by Bank to Customer under Section 30 of this Agreement will be conclusively presumed to have been received by Customer three (3) days after it is sent) will be conclusively presumed to have been received by Customer seven (7) days after it is sent. Any written notice or other written communication to Bank shall be addressed as shown below, unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

Banner Bank
Treasury Management Services Department
10 South First Avenue
Walla Walla, WA 99362

26. Data Retention.

Customer shall retain data adequate to permit remaking of Entries for sixty (60) days following the date of data transmittal by Bank as provided herein and shall provide such data to Bank upon its request.

27. Tapes and Records.

All magnetic tapes, disks, Entries, Security Procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

28. Evidence of Authorization.

Customer shall obtain all consents and authorizations required under the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by Customer and Customer shall retain such consents and authorizations in original form while it is in effect and the original or a copy of each consent and authorization for two (2) years after termination or revocation of such consent and authorization as stated in the Rules. Upon request, Customer shall furnish the original or a copy of the consent and authorization to any affected Participating Depository Financial Institution, as defined in the Rules.

29. Cooperation in Loss Recovery Efforts.

In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the Services, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by Applicable Law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to take to defend against or elects to pursue against a third party.

30. Term and Termination.

The term of this Agreement shall begin on the date of this Agreement and shall end on the date this Agreement is terminated, as provided in this section. Customer may terminate this Agreement at any time. Such termination shall be effective on the second Business Day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate this Agreement for any reason, immediately upon providing written notice of such termination to Customer. Any termination of this Agreement shall not affect any of Bank's or Customer's rights, obligations or liabilities with respect to Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to Services performed by Bank prior to termination, or any other rights, obligations and liabilities that survive termination of this Agreement.

31. Entire Agreement.

This Agreement together with the Business Online Banking Services Agreement and the Account Agreement are the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersede any prior agreement(s) between Bank and Customer with respect to the subject matter hereof. Any other amendment to or modification of this Agreement must be in writing and signed by Customer and Bank in order to be effective, and no course of dealing between Bank and Customer will constitute a modification of this Agreement, the Rules, or the Security Procedures or constitute an agreement between Bank and Customer.

32. Non-Assignment.

Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

33. No Waiver.

Except for amendments or modifications made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute a change hereto, and no such deviation shall constitute a waiver of any right or duty of either party hereto.

34. Binding Agreement; Benefit.

Subject to the limitation on assignment set forth in Section 32 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Customer hereunder.

35. Headings.

Headings to sections of this Agreement are included for ease of reference and shall not be deemed to create rights, remedies, claims or defenses arising under the Agreement.

36. Severability.

If any part or provision of this Agreement shall be held to be illegal, invalid or unenforceable by any court or tribunal of competent jurisdiction, then such invalidity or unenforceability shall affect only such part or provision in such jurisdiction and shall not in any manner affect such part of provision in any other jurisdiction, or any other part or provision of this Agreement in any jurisdiction. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment.

37. No Extension of Credit.

Nothing in this Agreement nor any course of dealing between Customer and Bank constitutes a commitment or obligation on our part to lend money to Customer or obligates Bank to extend any credit to Customer, to make a loan to Customer, or otherwise to advance funds to Customer. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

38. Counterparts.

This Agreement may be executed by the parties in separate counterparts, each of which shall be an original and both of which taken together shall constitute one and the same agreement.

39. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Washington (excluding the laws applicable to conflicts or choice of law) and applicable federal law. Any suit for the enforcement of this Agreement may be brought in the courts of the State of Washington or any federal court sitting therein and the parties hereby consent to the nonexclusive jurisdiction of such court.

40. Jury Waiver.

Customer and Bank waive the right to a jury trial with respect to any action or claim or defense arising out of any dispute in connection with this Agreement.

ADDENDUM A

Additional Customer Warranties For Selected Standard Entry Classes (Sec): Tel & Web

The warranties described below apply only to those Customers who originate Entries of the type(s) described. In that event, Customer acknowledges and agrees to adhere to all applicable measures shown for each respective SEC code herein described and in the Rules. Without limiting any of the foregoing, Customer makes all warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC Codes for Entries submitted to Bank by Customer.

These warranties are subject to change based on amendments to the Rules and Banner Bank's policies. In the event of a conflict between the warranties set forth in this Addendum and the Rules, the warranty reflected in the current version of the Rules shall control, but only to the extent of such conflict. Notwithstanding the foregoing, as provided for in the ACH Origination Agreement, Customer makes all warranties to Banner Bank that Banner Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC Codes under this Addendum.

I. Telephone-Initiated Entries (TEL) Standard Entry Class:

- A. The Receiver has orally authorized the Originator to initiate a debit entry to a consumer account of the Receiver.
- B. The authorization must be readily identifiable as an authorization and must clearly state its terms.

- C. The following minimum information must be included as part of the authorization:
1. Date on or after which the ACH debit to the Receiver's account will occur;
 2. Amount of the transaction;
 3. Receiver's name;
 4. Account to be debited;
 5. Telephone number for Receiver inquiries that is answered during normal business hours;
 6. Method by which the Receiver can revoke the authorization;
 7. Date of the Receiver's oral authorization; and
 8. Statement by the Originator that the authorization obtained from the Receiver is for a Single-Entry ACH debit.
- D. The Originator must either (1) record the oral authorization*, or (2) provide the Receiver with written notice confirming the oral authorization prior to the Settlement Date of the entry.
- E. A TEL entry is an entry initiated by an Originator in response to a consumer's oral authorization, which includes the consumer's banking information, captured via an audio recording to transmit a Single Entry ACH debit to his account to collect payment for goods or services. A Single Entry is a one-time transfer of funds initiated by the Originator in accordance with the Receiver's authorization. Originators may not utilize this Standard Entry Class Code to transmit credit Entries, with the exception of reversals, to the consumer's account.

Originators of *Recurring TEL Entries* are obligated to both audio record the Receiver's oral authorization and to provide a written copy of the authorization to the Receiver, to the extent required by Regulation E. The Originator should disclose to the Receiver the method by which the written copy will be provided. The authorization must be readily available and must have clear and readily understandable terms. The following minimum information must be included as part of the authorization:

1. Amount of the recurring transactions, or a reference to the method of determining the amount of recurring transactions;
 2. Timing (including the start date), number, and/or frequency of the electronic funds transfers, or other similar reference, to the consumer's account;
 3. Receiver's name;
 4. Account to be debited;
 5. Telephone number for Receiver inquiries that is answered during normal business hours;
 6. Method by which the Receiver can revoke the authorization;
 7. Date of the Receiver's oral authorization
- F. A TEL entry should not be initiated in situations where the consumer has provided the Originator with a standing authorization for the transmission of *multiple but non-recurring* debit Entries to his account (e.g., the consumer has provided a written authorization to his brokerage firm to debit the consumer for occasional securities purchases). Although the purchase may be transacted via telephone, authorization and banking information were provided via a separate written authorization. In this situation, ACH debit activity should be originated using the PPD Standard Entry Class Code as defined by the *NACHA Operating Rules*.
- G. A TEL entry may be transmitted only in circumstances in which (1) there is an existing relationship between the Originator and the consumer, or (2) there is not an existing relationship between the Originator and the consumer, but the consumer has initiated the telephone call to the Originator. A TEL entry may not be used by an Originator when there is no existing relationship between the Originator and the consumer, and the Originator has initiated the telephone call.

The Originator and the consumer are considered to have an existing relationship when either (1) there is a written agreement in place between the Originator and the consumer for the provision of goods or services (e.g., the consumer has an insurance policy with the Originator), or (2) the consumer has purchased goods or services from the Originator within the past two years.

- H. Recording private communications or conversations without the consent of all parties is generally prohibited in the State of Washington. Banner Bank recommends that you check and comply with the laws of your state and the Receiver's state before tape recording communications or conversations.

For an oral authorization obtained over the telephone to be valid, the Originator must (1) state clearly during the telephone conversation that the consumer is authorizing an ACH debit entry to his/her account, and (2) express the terms of the authorization in a clear manner. The Originator must retain either the original or a duplicate tape recording of the consumer's oral authorization or a copy of the written notice confirming the consumer's oral authorization for two years from the date of the authorization.

II. Internet-Initiated Entries (WEB) Standard Entry Class:

- A. Originators of WEB Entries must obtain the consumer's authorization prior to initiating a debit entry that must not only identify the consumer but also must demonstrate the consumer's assent to the authorization.
- B. The authorization must conform to the following requirements of the Rules:
 - 1. An authorization that is communicated, other than by an oral communication, from the Receiver to the Originator via the Internet or a Wireless Network; or
 - 2. Any form of authorization if the Receiver's instruction for the initiation of the individual debit Entry is designed by the Originator to be communicated, other than by an oral communication, to the Originator via a Wireless Network;
 - 3. Must be readily identifiable as an ACH debit authorization;
 - 4. Terms must be expressed in a clear and readily understandable manner; and
 - 5. The authorization must provide the Receiver with a method to revoke their authorization by notifying the Originator in the manner prescribed;
 - 6. Should prompt the consumer to print the authorization and retain a copy;
 - 7. Must be able to provide the consumer with a hard copy of the authorization if requested to do so.

To meet the first requirements that the authorization be in writing, in the context of WEB entries, the Receiver must be able to read the authorization language displayed on a computer screen or other visual display. The Receiver should be prompted to print the authorization and retain a hard copy or an electronic copy. Originators must be able to provide the Receiver with a hard copy of the authorization if requested to do so. Only a Receiver may authorize a WEB transaction, and not a Third-Party Service Provider on behalf of the Receiver.

- C. A WEB Entry will only be used when initiating debit Entries that have been authorized by the Receiver via the Internet. An authorization that was obtained from the Receiver in person, through the mail, or over the telephone in order to effectuate an Internet payment *is not to be initiated as a WEB transaction*.
- D. Credit Entries cannot be initiated except for reversals of WEB debit Entries.
- E. Originators of WEB Entries must have a commercially reasonable fraudulent transaction detection system.
- F. Originators of WEB Entries must employ commercially reasonable methods of authentication to verify the identity of the Receiver.
- G. Originators of WEB Entries must use commercially reasonable procedures to verify that routing numbers are valid, and an account number validation process must be included in the verification process.
- H. Originators of WEB Entries must conduct an annual audit to ensure that the financial information it obtains from Receivers are protected by security practices and procedures that include, at a minimum, adequate levels of:
 - 1. Physical security to protect against theft, tampering, or damage;
 - 2. Personnel and access controls to protect against unauthorized access and use; and
 - 3. Network security to ensure secure capture, storage, and distribution.

BUSINESS ONLINE BANKING SERVICE AGREEMENT - TERMS AND CONDITIONS

I. Introduction

The Business Online Banking Terms and Conditions apply to the services offered to Customer through Banner Bank's Business Online Banking system, and incorporate the Business Online Banking Services Agreement and the Business Online Banking Service Application to form our "Agreement" to provide services. If you have any questions regarding the online banking services offered by Bank, please contact your treasury management services representative.

NOW, THEREFORE, for and in consideration of the terms and conditions, promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Customer agrees with Bank as follows:

Capitalized terms used in the Terms and Conditions that are not otherwise defined herein shall have the meanings provided in the Definitions section hereof. Collectively, Customer agrees to be bound by the terms and conditions found in this Agreement, and any applicable Service Applications, User Documentation, statement of fees and any other documentation necessary to provide access to the services.

"Bank," "Banner Bank," "Banner," "we," "us" and "our," refer to: (a) in the case of Banner's obligations, the specific Banner entities involved in delivering the subject service (i.e., only those specific entities shall have such obligations), or (b) in the case of rights or protections, all Banner's entities, which means Banner and all entities controlled by, in control of, or under common control with Banner (i.e., all Banner entities) shall have such rights and protections.

"Customer," "you" and "your," refer to each authorized person who receives Business Online Banking services from any Banner entity.

This document contains the terms and conditions under which we provide Customer with online banking services. Unless otherwise indicated, references to "accounts" are references to your relevant business accounts at Bank.

References to "Service" or "Services" are references to the online banking service or services covered by the relevant section hereof. Please read this document carefully and keep it for your records.

In addition to the terms of this agreement, the Services shall also be subject to the following: (i) the agreements governing your relevant accounts, including agreements governing non-Business Online Banking services relating to those accounts, the Application regarding such accounts, the subject account disclosures and statements of fees, relevant user or operating manuals or other documentation, relevant software agreements, relevant policies and procedures promulgated by Bank, and all schedules, exhibits, and addenda to any of the foregoing, all as amended from time to time, (all of which will be referred to collectively as the "Account Agreements"), (ii) the Uniform Commercial Code as adopted in the State of Washington, (iii) clearing house operating rules, including the NACHA Rules (the "Rules", and (iv) laws and regulations, including regulations promulgated by the Federal Reserve Board and OFAC.

Whenever you use any of the Services covered by this Agreement, you agree to be bound by the terms and conditions herein, as amended from time to time, and agree to follow all applicable procedures provided in the applicable documentation.

II. Definitions

Account means a demand deposit account or other deposit account Customer has with Banner Bank that Bank permits to be linked to a Service.

Account Agreement refers to signature cards and the accompanying forms that are part of opening a new Account including the disclosure known as the Online Banking Agreement which is received when Customer logs into Online Banking for the first time.

Agreement means the Business Online Banking Services Agreement, which incorporates the Business Online Banking Service Application as amended from time to time. All references to Agreement include all Schedules, Services Applications, Addendums, User Guides, and User Documentation, Bank provides to Customer from time to time.

Authorized Person means each person who is designated by the Customer as duly authorized by law or the Customer's board of directors, managers or partners, as appropriate, to enter into an agreement with the Bank, or as authorized by an Account Agreement or in the Customer's Authorization Resolution.

Authorization Resolution refers to bank documents such as, but not limited to, Corporate Authorization Resolution, Partnership Resolution of Authority, Limited Liability Company Authorization Resolution, Limited Liability Professional Resolution, and Sole Proprietorship Resolution of Authority, Resolution of Lodge, Association or other similar organization.

Automated Clearing House (ACH) ACH is a network of national and regional associations, inter-bank associations, and private-sector processors. ACH payments are processed and settled electronically, thereby increasing reliability, efficiency and cost effectiveness.

Business Day is any business day which is a legal banking day on which Bank is open to the public for carrying on substantially all of its business (other than a Saturday or Sunday) and the ACH processor is open for business.

Business Online Banking Services Agreement means the Agreement between Customer and Banner Bank to provide Business Online Banking Services which incorporates the Terms and Conditions.

Business Online Banking System refers to Bank's online banking system through which online business services are accommodated.

Cash Management (Treasury Management) Credit Policy Banner Bank has established an internal review policy which is used to determine the allowable limits for various Customer transactions in the Business Online Banking and Remote Deposit systems.

Company (Customer) Administrator means the person or person(s) authorized by Customer to administer access to the Business Online Banking system as outlined in this Agreement.

Check Issue File if using Positive Pay services is a file Customer provides to Bank describing checks drawn by Customer on an Authorized Account, provided by Customer to Bank through Business Online Banking.

Customer Authorized Person(s) means each person who is designated as an authorized signer in the Customer's Authorization Resolution.

Effective Entry Date means the effective date placed on an ACH transaction by the Originator of the transaction or the ODFI. It is normally the date the Originator or ODFI intends the transfer to take place.

Electronic Funds Transfer (EFT) Act means the law passed by the US Congress in 1978, which sets out the rights and obligations of consumers and their Financial Institutions regarding the use of electronic systems to transfer funds. This act is implemented in the Federal Reserve Bank's Regulation E.

Entry or Entries means Credit Entries and Debit Entries, including On-Us Entries consistent with the Rules and also includes any data for entries or any pre-notification entries.

Exception Item if using Positive Pay services means a Presented Check that does not match a check included in a Positive Pay Check Issue File or an ACH transaction that is blocked or filtered based upon Customer's selected criteria.

Exception Report if using Positive Pay services means a record describing Exception Items which is provided by Bank to Customer through Business Online Banking.

National Automated Clearing House (NACHA) is a membership organization that provides marketing and education assistance and establishes the Rules, standards and procedures that enable Financial Institutions to exchange ACH payments on a national basis.

NACHA File is the ACH file that is actually transmitted to the clearinghouse for processing and must be formatted to the exact specifications as referenced in the Rules.

OFAC means Office of Foreign Assets Control.

Originating Depository Financial Institution (ODFI) is a Financial Institution issuing/processing ACH file(s) on behalf of its client.

Originator is the individual or organization initiating ACH transmissions. For Bank's purposes, the originator is the business Customer using the Business Online Banking System or the Remote Deposit System.

Pay Request if using Positive Pay services means the instructions of the Customer to Bank ordering the Bank to pay an Exception Item.

Payment Orders means all funds transfer requests received from Customer through Business Online Banking.

Pre-notifications (Pre-notes) are optional, zero-dollar entries that are sent to the ACH System and then the RDFI to verify instructions prior to sending live entries.

Presented Check if using Positive Pay services means a check drawn on an Authorized Account and presented to Bank for payment through the check collection system.

Receiver is defined as the individual or company who is the recipient of an electronic Debit or Credit Entry.

Receiving Depository Financial Institution (RDFI) is a Financial Institution (FI) that receives the ACH debits or credits on behalf of an individual or business client.

Regulation E means the regulation published by the Federal Reserve Bank to implement the Electronic Fund Transfer Act mandating consumer rights and obligation with regard to electronic fund transfers.

Remote Deposit Service Agreement refers to Banner Bank's agreement with Customer to provide remote deposit services that enable Customer to scan and deposit items outside of the branch banking environment.

Remote Deposit System refers to Banner Bank's remote deposit services, accessed through the internet with approved check scanning equipment.

Return Entry or Return Entries means any item, which cannot be processed and is being returned by the RDFI to the ODFI for correction or re-initiation.

Return Request if using Positive Pay services means the instructions of the Customer to the Bank ordering Bank not to pay an exception.

Rules means the NACHA Operating Rules which provide a complete guide to the Rules and Regulations governing the ACH Network.

SEC Codes means the Standard Entry Class codes which are 3-character codes within an ACH company/batch header, which identifies the type of transactions within that batch (e.g. PPD, CCD, etc.)

Security Token or Secure ID Key means a physical or virtual security device which contains an ever changing random code which must be entered during the login process or to approve transactions in the Business Online Banking system.

Services means any feature or function in Bank's Business Online Banking system, including, but not limited to: payment orders between accounts at Banner Bank, payment orders through the use of ACH or wire transfers, stop payments, bill payment service, downloading of transactions, statement inquiry, account reconciliation, and check and ACH positive pay services.

Uniform Commercial Code Article 4A (UCC4A) means the portion of the Washington State Uniform Commercial Code which deals with certain funds transfers, including ACH credit transactions not subject to the Electronic Funds Transfer Act or Regulation E. This law outlines the protections and responsibilities given to the parties to funds transfers, and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.

User(s) means Customer representatives who have been established by Customer in the User settings in the Business Online Banking system.

User ID means the identification code(s) assigned by Bank or Customer's Company Administrator to each User who is approved for access by Customer to their Business Online Banking service.

III. Agreement

1. Authority to Execute this Agreement.

Customer represents that each person who signs this Agreement on behalf of the Customer is an Authorized Person with full power and authority to execute, modify, amend or terminate this Agreement. Banner Bank is entitled to rely on this Agreement and any amendments thereto executed by an Authorized Person.

2. Use of the Business Online Banking System.

Customer agrees to the terms and conditions set forth in this Agreement. Customer authorizes Bank to allow Customer's designated Company Administrator access to Customer's Accounts and to use the Services on behalf of the Customer. Customer understands and agrees that Customer is authorizing Bank to give the Company Administrator the ability to designate one or more representatives (each a "User") and their authorities to make Payment Orders and transfer funds to and from Customer's Accounts and use the Business Online Banking system on behalf of the Customer.

3. Customer agrees that all prior Online Cash Management System (OCMS) transactions and Services, if any, by or on behalf of the Customer prior to the date of this Agreement are hereby approved and ratified.

4. Security Procedures.

Customer is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by Bank. If Customer believes or suspects that any such information has been accessed by an unauthorized individual, Customer will verbally notify Bank immediately, followed by written confirmation. Such notification will not affect any transfers made in good faith by Bank prior to its receipt of the notification or made in good faith by Bank after its receipt of the notification, but not received in time for Bank to act to prevent unauthorized transfers.

a. Customer shall comply with the security procedure requirements as described in this section. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a Payment Order or communication. No Security Procedure for the detection of any such error has been agreed upon between Bank and Customer.

b. Customer acknowledges and agrees that Bank may rely on alternative signature and verification codes issued to or obtained from any Company Administrator or User. The term "alternative signature and verification codes" includes, but is not limited to, any number, code, password, ID Key, ID numbers, personal identification numbers (PIN), or other identifier assigned to Company Administrator and Users to access the Business Online Banking system.

c. Banner Bank will establish the Company Administrator by assigning a User ID code and password to be used when the Company Administrator first accesses the Business Online Banking service. The Company Administrator:

- i. Will have access to all the Services selected by Customer on the Business Online Banking Service Application;
- ii. Will establish Users, and issue their access codes including a User Login ID and temporary password, and set up the specific Service(s) each User is allowed to access;
- iii. Shall be required to immediately disable access for any User who ceases to be authorized to access Business Online Banking.

d. Each User Login ID will initially be assigned by the Company Administrator, but the password assigned to each Company Administrator and User must be changed to a new password they select the first time they access Business Online Banking. Bank will not have access to the password of any Company Administrator or User except the initial password assigned by Bank to the Company Administrator.

e. Customer agrees to be responsible for managing and controlling User access to Business Online Banking and the Services.

- f. Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized transactions, and hereby assumes all liability for any loss arising out of or in any way relating to unauthorized transactions and agrees to indemnify Bank against such liability. Customer agrees to maintain the confidentiality of the Security Procedures and any alternative signature and verification codes and related instructions provided by Bank in connection with the Security Procedures for the access rights granted under this Agreement.
- g. Failure to protect security codes may allow an unauthorized party to:
 - i. Use the Services; or
 - ii. Change, verify, and/or send data used with the Services; or
 - iii. Send information and communications to, or receive information and communications from Bank; or
 - iv. Access Customer's electronic communications and financial data.

All Payment Orders and all communications sent, and all uses of the Services through, Customer's use of Business Online Banking will be deemed to be Payment Orders and communications and uses authorized by Customer and are binding upon Customer.

Customer assumes the entire risk for the fraudulent or unauthorized use of all Services.

- h. Customer shall develop internal procedures to limit the risk of unauthorized transactions, which procedures will include at a minimum:
 - i. Immediately disabling access to Business Online Banking for each User who stops being authorized to access the Services; and
 - ii. Ensuring no lists are kept in any form or place of User IDs and passwords.
- i. If Customer becomes aware of a breach of the Security Procedures, or suspects that a breach may occur, Customer will immediately notify Banner Bank in a time and manner that gives Bank a reasonable opportunity to act upon it.
- j. Customer agrees the occurrence of unauthorized access will not affect any Payment Orders, communications or other transactions made in good faith by Bank prior to receipt of such notification or within such period after notification as is reasonable to allow Bank to react to the notification.

Data Security.

Limiting access and securely storing data used in the routing and settlement of transactions is a critical data security precaution. Customer's ability to limit access to production data can be done through commercially available software products. Access can be limited to specific programs, User ID's or view only or edit only access functionality. Customer is responsible for creating a secure environment when utilizing the Services.

Transmission of Data.

Business Online Banking employs sophisticated encryption for the secure transmission of data. By using the Services, Customer agrees with Bank that the Business Online Banking Security Procedures are reasonable and sufficient to insure that all transaction requests such as Payment Orders and funds transfer instructions or other communication we receive from you have in fact, been made by you. You must consider the size, type and frequency of transactions or other communications that you anticipate making when determining whether you consider Bank's online banking procedures to be sufficient. In short, by using Business Online Banking, you have determined the online banking system is secure for your purposes.

If the size, type and frequency of Customer's transactions change and because of these changes Customer determines that the Business Online Banking Security Procedures cease to be reasonable and sufficient, you must inform Bank of this immediately. Such a determination means Customer will no longer use Business Online Banking for any purposes. If Customer wishes to learn more about online banking security, please contact a treasury management services representative.

Bank's Business Online Banking and Remote Deposit systems employ commercially reasonable processes to assist Customer in detecting certain errors such as invalid data entry, invalid routing or account numbers, or errors in reading the MICR code or amount on scanned items. While these error detection processes are designed to assist the Customer with creating accurate Entries, Bank cannot be held liable for any Entries Customer enters into the various bank systems.

Authorization for Transactions and Liability.

Customer agrees that Bank may act on the verbal, written or electronic instructions of any of your authorized Business Online Banking or Remote Deposit System Company Administrator(s) or User(s) as established in the User settings in the Business Online Banking and/or the Remote Deposit systems.

Our Business Online Banking and Remote Deposit Systems are designed so that they may be operated only upon entry of a valid User ID and password and in certain cases may require the use of a Security Token or Secure ID Key. Since we condition access upon entry of a valid User ID and Password, and a Secure ID Key or Token, where applicable, we will accept instructions for transfers or other transactions from any person using a valid User ID and Password and a Security Token or Secure ID Key, where applicable. This is so even if the person obtaining access:

1. Is not a Customer representative
2. Exceeds Customer's authority or that granted by any Customer representative.
3. Has had his/her authority changed or revoked.
4. Is an imposter or cyber-criminal.

It is Customer's responsibility to notify Bank immediately if or when any unauthorized access is suspected. Customer is responsible for reading and following all Account Disclosures, Terms and Conditions, and the terms and user documentation contained in any Banner Bank agreement for product(s) or service(s).

5. Positive Pay Services.

Positive Pay Services are optional services offered by Bank through Business Online Banking as an effective way to manage the risk of loss from fraudulent item issuance or payment. Positive Pay Services allow Customer to identify Exception Items, by reviewing electronic images of Exception Items and to instruct Bank whether to pay or return those items. In addition, Customer may establish Automated Clearing House (ACH) transaction rules to monitor ACH items.

On each Business Day, Bank will provide Customer with a report of items presented to us for payment on the prior Business Day which have been identified as Exception Items based on information provided by Customer in your Check Issues File. Exception Items are determined by comparing items presented to Bank (either by other depository institutions, or, where applicable for cashing at one of our branches) with a record of items issued by Customer transmitted to us when checks are issued by the cut-off time specified in the applicable User Documentation. Customer may also choose an option under which Bank reports all items presented for payment, in which case Bank will treat all such items as Exception Items.

On the same day we report Exception Items to you, you must notify Bank, by the deadline specified in the applicable User Documentation, which Items you want us to pay or which to dishonor and return. If you fail to notify us by the deadline, we will handle the Exception Items in accordance with the prescribed default procedure established by you. Where required, you will indicate which Items you want us to return, having been deemed by you to be fraudulent. Our deadlines, default procedures and procedures for acknowledging pay and return requests are described in the applicable User Documentation.

a. Format Specifications

Customer shall comply with Bank's format and data transmission standards for Positive Pay Services. Customer agrees to issue items in accordance with Bank's specifications and will change Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding. If requested, Customer shall supply Bank with sample items for quality testing.

b. Check Issues File

Customer will provide Bank with a file of all outstanding Items before activation of the Positive Pay Services. On each day that an Item is written against an account, Customer shall supply Bank with all required Item information before the deadline established by Bank, which deadline may be changed by Bank from time to time, including the account number, the issue date, the item number, the face amount of the item, and the payee information if Customer has elected to use Payee Positive Pay. All information provided to Bank by Customer hereunder shall be provided electronically in accordance with the Business Online Banking Services Agreement. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated account ("Issued Item File"). Excluding valid stop payment orders and issue records voided at Customer's request, all items that match by serial number and amount to Bank's Issued Item File, and by payee if using Payee Positive Pay will be deemed properly payable and Bank is authorized to pay such Items.

c. Exception Items

Each Business Day, Bank shall make reasonable efforts to report to Customer any Item serial numbers that do not match the Issued Item File for that day's presentment. Unless otherwise agreed to in writing by Bank, Bank is authorized to return or reject any digitized image of an item in its sole discretion, with or without cause, including

any item that Bank determines to be ineligible for the Service (each, an "Exception Item"), including, without limitation, electronic images of paper items drawn on banks located outside of the United States, electronic images that are illegible, electronic images of items previously converted to Substitute Checks, and electronic images with unreadable MICR information, unless Customer instructs Bank to pay an Exception Item before the established deadline. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Bank shall have no responsibility for any liability, loss or damage resulting from any payment in accordance with the Business Online Banking Agreement of any Exception Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer, return of any Excepted Item to the depository bank in accordance with the TMS Agreement, or Customer's failure to meet the deadlines for the Positive Pay services. Customer may be required to place a stop payment order on any Exception Items which shall be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation regarding any Item, and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay

At available locations, Positive Pay Service accounts will interface with Bank's teller system, unless otherwise agreed in writing by Bank. Bank will compare items presented for cash at a branch of Bank with Customer's Check Issue File. Bank may refuse to cash any Exception Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Check Issue File until the next Business Day. Customer shall follow Bank's procedures if Customer needs to manually add an item to the Issued Item File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a "same day" basis.

e. Payee Positive Pay

If Customer selects this option, Customer's check stock will be subject to testing to ensure it meets Bank's requirements for payee name readability. Customer shall identify to Bank all accounts subject to Payee Positive Pay. In addition to the issued item information provided by Customer for the Positive Pay Service as described in (b) above, Customer shall supply Bank with the payee name for each item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, each Business Day, Bank shall make reasonable efforts to report to Customer any payee names that do not match Bank's Issued Item File for that day's presentment. Customer acknowledges that Bank will not be able to validate payee information for electronically converted items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed or for certain items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an item that would have been identified and reported to Customer as an exception item solely on the basis of the payee information.

f. ACH Positive Pay

ACH Positive Pay allows Customers to view ACH exceptions and make decisions to pay or return them. Customer shall identify to Bank all Accounts subject to ACH Positive Pay. ACH transactions are compared against conditions, called payment rules ("Payment Rules"), which determine whether they will be charged to the designated account or blocked. If a transaction matches the condition criteria approved by Customer, it will be processed and charged to the Customer's designated account. Blocked transactions will be presented to Customer to make a decision whether to pay or return them. Information in the reporting of blocked transactions will include, without limitation, the Account number, the name of the originating company, the amount, and the effective date of the transaction. Customer can create new payment rules based on exceptions Customer decides to pay, which will prevent future exceptions from being generated for the same originating companies. If no decision is made by Customer to pay or return exception items by the deadline established by Bank, the blocked items will be returned.

g. Reverse Positive Pay

On each business day, bank will transmit or otherwise make available via Business Online an electronic record of checks drawn on the Designated Account which have been presented to bank for payment. The check presentment file is prepared on an automated basis by scanning the MICR encoding line for check number and amount. Bank is not responsible for any error in the check presentment file caused by an error in encoding or reading MICR data. Customer can compare each check presentment file with their check issue data and determine whether each check should be paid or returned. Check images may be viewed in Business Online Banking. All items without a decision will be paid once the decision period ends.

6. Administrative Contact.

Bank's contact with the Customer for providing Services will be the Company Administrator(s) designated on the Business Online Banking Service Application. Bank's Treasury Management support for additional Users will be limited to the areas the Company Administrator has assigned through the administration function of the Business Online Banking service.

7. Additional Actions by Bank.

Any actions taken by Bank to detect an error in transmission or content of a Payment Order or communication, or any actions taken by Bank beyond those described in this Agreement in an attempt to detect unauthorized requests or instructions will be taken at Bank's sole discretion. No matter how many times these actions are taken by Bank they will not become part of this Agreement or of Bank's standard procedures for attempting to detect such errors or unauthorized requests or instructions, and Bank will not in any situation be liable for failing to take or correctly perform these actions.

8. Banner Bank Responsibilities; Liability; Limitations on Liability; Indemnity.

- a. In the performance of the Services, Bank shall be entitled to rely on the information, representations, and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. When held by the Uniform Commercial Code to a standard of ordinary care and good faith that cannot be waived, "ordinary care" and "good faith" shall mean reasonable commercial standards of the banking industry. Customer agrees to be bound by any transaction, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with the Security Procedures chosen by the Customer. Bank shall be responsible only for performing the Services expressly provided for in this Agreement, and shall be liable only for gross negligence or willful misconduct in performing those Services. Banner Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any transaction received from Customer) or those of any other person, including without limitation any financial institution or transmission or communications facility or any beneficiary and no such person shall be deemed Bank's agent.
- b. Customer agrees to defend, indemnify and hold harmless Banner Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in this Section 8.
- c. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, labor dispute or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to execute or delay in executing a transaction if such execution would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violate any provision of any present or future risk control program of the Federal Reserve or any statute, rule, regulation, or license of the United States, or any federal agency or any other U.S. governmental regulatory authority.
- d. Bank will be liable only for Customer's expenses and interest that Customer could have earned on the money that wasn't timely credited to Customer's account or interest that accrues on a Customer's obligation to a third party, which obligation was not paid when Customer expected it to be paid because money was not timely transferred to third party, and only to the extent such expenses and interest losses are recoverable under the Uniform Commercial Code. In no event shall Bank be liable for any consequential, special, incidental, punitive, indirect or similar loss or damage which Customer may incur or suffer, whether or not the likelihood of such loss or damage was known or contemplated by Bank and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Banner Bank's acts or omissions pursuant to this Agreement.
- e. Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average of the Federal Funds rates at the Federal Reserve Financial Institution of New York for the period involved.

9. Payment for Services.

- a. Customer shall pay Bank the fees and charges for the Services in accordance with Bank's published fee and charges schedule as changed from time to time. It will be available to Customer upon request.

- b. Each party shall bear its own costs and expenses in connection with the use of or provision of the Services.
- c. Customer shall be responsible for payment of any sales, use, excise, value added, utility or other similar taxes relating to any Services executed pursuant to this Agreement. Customer furthermore agrees to be responsible for all tariffs, duties or taxes (excluding any taxation of Banner's income) imposed by any government or governmental agency in connection with any Services executed pursuant to this Agreement.

10. Confirmation, Account Reconciliation.

Payment Orders executed or received by Bank will be reflected on Customer's periodic statement issued by Banner Bank with respect to the Customer's Account pursuant to the agreement between Bank and Customer. Customer agrees to notify Bank promptly of any discrepancy (unauthorized Payment Orders, alterations, forgeries, or any errors) between Customer's records and the information shown on any periodic statement. If Customer fails to notify Bank of a discrepancy within thirty (30) days from when the periodic statement containing the discrepancy is first sent or made available to Customer, Customer agrees that Banner Bank shall not be liable for any losses, if the losses were suffered by reason of the Customer's failure. Regardless of whether Banner Bank used ordinary care, Customer is precluded from making any claim against Banner Bank if Customer fails to notify Banner Bank of a discrepancy within forty-five (45) days from when the periodic statement containing the discrepancy is first sent or made available to Customer. Customer may also reconcile transactions on a daily basis using the information reporting services in Business Online Banking.

11. Amendments.

From time to time, Bank may change any of the terms and conditions contained herein, including, without limitation, business hours or any cut-off hours. Such changes will become effective upon Customer's receipt of notice of the change or such later date as may be stated in the notice to Customer. If a notice is not received because of a disconnection of the chosen means of notice, notice is effective at the time of transmission or dispatch.

12. Notices and Instructions.

- a. Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.
- b. Banner Bank shall be entitled to rely on any notice or other communication believed by it in good faith to be genuine and to have been given by an Authorized Person, Company Administrator or User. Customer may add or delete any Authorized Persons or replace the Company Administrator by written or electronic notice to Banner Bank issued by an Authorized Person. Such notice shall subject to verification by Bank and will be effective on the second Business Day following the day of Bank's receipt thereof.
- c. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, email certified by a digital signature, or by express carrier. Any written notice or other written communication sent by mail to Customer's current address on file with Banner Bank and not returned (except that notice of termination by Bank to Customer under Section 13 of this Agreement will be conclusively presumed to have been received by Customer three (3) days after it is sent) will be conclusively presumed to have been received by Customer seven (7) days after it is sent. Any written notice or other written communication to Banner Bank shall be addressed as shown below, unless another address is substituted by notice delivered or sent as provided herein:

Banner Bank
Treasury Management Support Department
10 South First Avenue
Walla Walla, WA 99362

Except as otherwise expressly provided herein, any such notice to Banner Bank shall be deemed given by Customer when received by Bank.

13. Cooperation in Loss Recovery Efforts.

In the event of any damages for which Banner Bank or Customer may be liable to each other or to a third party pursuant to the Services, Banner Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted

by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to take to defend against or elects to pursue against a third party.

14. Term and Termination.

The term of this Agreement shall begin on the date of this Agreement and shall end on the date this Agreement is terminated, as provided in this section. Customer may terminate this Agreement at any time. Such termination shall be effective on the second Business Day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Customer. Any termination of this Agreement shall not affect any of Bank's rights and Customer's obligations with respect to Payment Orders initiated by Customer prior to such termination, or the payment obligations of Customer with respect to Services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

15. Entire Agreement.

This Agreement (including any Addendums, Service Applications and other agreements by reference incorporated herein) and the Account Agreement, are the complete and exclusive statement of the agreement between Banner Bank and Customer with respect to the subject matter hereof and this Agreement supersedes any prior agreement(s) between Bank and Customer with respect to the subject matter thereof. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, or Banner Bank's Online Banking Agreement, the terms of this Agreement shall govern. In the event performance of the Services in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. Any other amendment to or modification of this Agreement must be in writing and signed by Customer and approved by Bank in order to be effective, and no course of dealing between Bank and Customer will constitute a modification of this Agreement or the Security Procedures or constitute an agreement between Bank and Customer.

16. Non-Assignment.

Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

17. No Waiver.

Except for amendments and modifications made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute a change hereto, and no such deviation shall constitute a waiver of any right or duty of either party hereto.

18. Binding Agreement, Benefit.

Subject to the limitation on assignment set forth in Section 15, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Banner Bank or Customer hereunder.

19. Headings.

Headings to sections of this Agreement or any Addendum hereto are included for ease of reference and shall not be deemed to create rights, remedies, claims or defenses arising under the Agreement.

20. Severability.

If any part or provision of this Agreement shall be held to be illegal, invalid or unenforceable by any court or tribunal of competent jurisdiction, then such invalidity or unenforceability shall affect only such part or provision and shall not in any manner affect such part or provision in any other jurisdiction, or any other part or provision of this Agreement in any jurisdiction.

21. No Extension of Credit.

Nothing in this Agreement nor any course of dealing between Customer and Bank constitutes a commitment or obligation on Bank's part to lend money to Customer or obligates Banner Bank to extend any credit to Customer, to

make a loan to Customer, or otherwise to advance funds to Customer. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

22. Counterparts.

This Agreement may be executed by the parties in separate counterparts, each of which shall be an original and both of which taken together shall constitute one and the same Agreement.

23. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Washington (excluding the laws applicable to conflicts or choice of law) and applicable federal law. Any suit for the enforcement of this Agreement may be brought in the courts of the State of Washington or any federal court sitting therein and the parties hereby consent to the nonexclusive jurisdiction of such court.

24. Jury Waiver.

Customer and Banner Bank waive the right to a jury trial with respect to any action or claim or defense arising out of any dispute in connection with this Agreement.

REMOTE DEPOSIT SERVICE AGREEMENT - TERMS AND CONDITIONS

This Remote Deposit Services Agreement (this "Agreement") is made and entered into as of the date set forth below by the undersigned Customer ("Customer") in favor of BANNER BANK ("Bank").

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Customer agrees with Bank as follows:

1. Bank will make available to Customer image exchange, remote transmission and capture of deposits, substitute check and ancillary settlement services, including Mobile Remote Deposit (the "Services") for the business deposit account(s) (the "Account") requested by Customer, in accordance with this Agreement, The Remote Deposit Services Application, the Business Online Banking Services Agreement, the deposit account agreements and related disclosures for the Account in effect from time to time (the "Account Agreements") and applicable federal and state laws, rules and regulations.

The Services are designed to allow you to make deposits to your business checking, savings, or money market savings accounts from your place of business or other remote locations using approved mobile devices and the Business Mobile Deposit application. Approved mobile devices and other hardware and system requirements are listed in the Remote Deposit System Requirements document.

2. Customer may utilize the Services through a secure internet website using software and equipment that has been approved by Bank in accordance with user guides, operations manuals and help screens for the Services in effect from time to time (the "User Documentation"). Customer agrees to follow all security procedures established by Bank for access to and use of the Remote Deposit website. Customer is responsible to train its employees in the use of the Services.

Customer is responsible to establish and maintain procedures to safeguard against unauthorized transactions. Customer warrants that no individual will be allowed to initiate remote deposits in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by Bank. If Customer believes or suspects that any such information has been accessed by an unauthorized individual, Customer will verbally notify Bank immediately, followed by written confirmation. Such notice will not affect any deposits processed in good faith by Bank whether prior to its receipt of the notice or after its receipt of the notice, but not received in time for Bank to act to prevent unauthorized deposits.

Customer acknowledges that the security procedures below are to verify authenticity and not to detect an error in the transmission or content of a deposit or communication; no security procedure to detect any such error has been agreed upon between Bank and Customer.

Customer will identify an administrator for the Service ("Administrator"). Bank will provide the Administrator an initial User ID and password to access the Services. The Administrator will be required to change the password on the first access. The Administrator:

- Will have access to the Services selected by Customer on the Remote Deposit Services Application;
- Will establish other users as authorized by the Company ("Users"), providing the User ID and temporary password, and setting up the User's access to specific service(s) and accounts;
- Shall be required to immediately disable access for any User who ceases to be authorized to access the Services.

The Administrator will assign each User ID an initial password; the password must be changed to a new password the first time the User accesses the Services. Bank will not have access to any Administrator or User password (except the initial password assigned to the Administrator).

Customer is responsible for managing and controlling its Users access to the Services.

Customer shall develop internal procedures to limit the risk of unauthorized transactions, which procedures will include at a minimum:

- Disabling access to Business Online Banking when a User is no longer authorized to access the Services;
- Ensuring no lists of User IDs and their related passwords are kept in any form or place;
- Keeping anti-virus and browser software current – timely installing patches and updates;
- Installing upon notice any updates or patches to the mobile app or remote deposit software;
- Notifying Bank immediately of actual, attempted or suspected unauthorized access, or any other breach or attempt to breach security procedures.

Bank is not responsible for any problems related to any electronic virus that may infect Customer's systems used to access the Services. Bank makes no warranties that Customer's equipment, mobile device(s), or software is or will continue to be compatible with the Services.

Data Security through the Services.

The following is a summary of the controls embedded into the Services to help ensure security and accuracy of data:

- A valid User ID and password are required; in certain cases, a security token may also be required;
- Administrator can further limit access to specific User IDs, and view only or edit only functionality;
- Images are encrypted for secure transmission;
- System settings help detect errors such as invalid data entry, invalid routing or account numbers, MICR code reading or errors with the dollar amount of scanned items.

Since we condition access upon entry of a valid User ID and Password, and a Secure ID Key or Token, where applicable, we will accept instructions for transfers or other transactions from any person using a valid User ID and Password and a Security Token or Secure ID Key, where applicable. This is so even if the person obtaining access:

- Is not a Customer representative;
- Exceeds Customer's authority or that granted by any Customer representative;
- Has had his/her authority changed or revoked;
- Is an imposter or cyber-criminal.

Customer is responsible for reading and following all Account Disclosures, Terms and Conditions, and the terms and User Documentation contained in any Banner Bank agreement for product(s) or service(s). By using the Services, Customer agrees that the Remote Deposit and Mobile Remote Deposit Security Procedures described in this Section 2 are commercially reasonable.

3. Customer agrees that Bank may act on the verbal, written or electronic instructions of any of your authorized Business Online Banking or Remote Deposit System Administrator(s) or User(s) as established in the User settings in the Business Online Banking and/or the Remote Deposit systems.
4. Customer may scan Checks and transmit those items electronically to Bank for deposit and collection. As used in this Agreement, the term "Check" means a demand draft, whether or not negotiable, which is drawn on or payable through or at an office of a bank, drawn on a Federal Reserve Bank or a Federal Home Loan Bank, drawn on the Treasury of the United States, or drawn on a state government or unit of general local government that is not payable through or at a bank; a United States Postal Service money order; or, a traveler's check drawn on or payable through or at a bank. The term "Check" does not include a third-party check, a noncash item or an item payable in a medium other than United States money. Customer agrees to properly endorse all Checks as instructed by the Bank prior to scanning for deposit.
5. Bank will accept for deposit to the Account digitized images of Checks that are transmitted to Bank in compliance with this Agreement. Checks will be deemed received by Bank upon successful receipt of the transmission of such images that are complete, usable and legible and that adhere to data specifications of the User Documentation, and that are sufficient for the Bank to create a Substitute Check. A "Substitute Check" is an item which accurately represents all of the information on the front and back of the original check; and bears the legend, "This is a legal copy of your check. You can use it the same way you would use the original check." Digitized images that do not meet the foregoing requirements may be treated as exception items by Bank or its agents. Final determination of image quality will be at the discretion of Bank. If an image is treated as an exception item, it will be forwarded by Bank to Customer and not deposited or if it has already been deposited, an adjustment to the Account will be made. Any adjustments to the deposit amount will be reported to Customer over the secure internet website.
6. Checks received prior to the cutoff time established by Bank from time to time (the "Cutoff Time") on any Business Day will be available funds in the Account on the same Business Day. Checks received after the Cutoff Time will have funds available on the following Business Day. "Business Day" means Monday through Friday, except for holidays when Bank is closed for business.
7. Customer agrees that once a Check has been scanned, the original check will be segregated and controlled by Customer to prevent the Check from being deposited or negotiated at a later date. Customer will establish and maintain a system for the control and eventual destruction of previously scanned Checks to prevent them from being negligently or fraudulently negotiated. Deposited items must be destroyed using financial industry standards for data destruction, such as shredding. The Bank recommends destruction of deposited items no sooner than seven days, and no later than 30 days, after deposit. In the event that a Check that was previously scanned, deposited and collected by Customer is later negotiated by Customer or any other person, Customer will be liable to Bank for the full amount of any loss sustained by Bank, including costs of collection and reasonable attorney's fees.

Customer represents and warrants to Bank for each Remote Deposit or Mobile Remote Deposit:

- Customer will use Remote Deposit or Mobile Remote Deposit only for items that are payable to or endorsed or deposited by Customer and that are not ineligible for deposit for any reason.
- Once a check has been scanned, Customer will maintain control and responsibility for the retention and destruction of original items. In that regard Customer is responsible for the safekeeping of all original items and other sensitive customer information in accordance with applicable law, commercially reasonable industry standards including encryption of customer payment data and the rules agreed to in this Agreement.
- Customer will establish and maintain a system for control and eventual destruction of previously scanned checks to prevent them from being negligently or fraudulently negotiated. The Bank recommends destruction of deposited items no sooner than seven days, and no later than 30 days, after deposit.
- Although Bank deploys duplicate detection software, Customer agrees to notify Bank immediately if duplicate items are transmitted using Remote Deposit or Mobile Remote Deposit, or if a duplicate deposit is made at another financial institution. Customer agrees to cooperate with us to identify duplicate items. In the event that a Check that was previously scanned, deposited and collected by Customer is later negotiated by Customer or any other person, Customer will be liable to Bank for the full amount of any loss sustained by Bank, including costs of collection and reasonable attorney's fees.

Customer agrees to exercise ordinary care in securing and maintaining any scanning equipment provided by Bank for use with the Services, and upon termination of Services will return any applicable equipment as requested by Bank.

Customer agrees that upon proper notification, Bank has the authority to inspect Customer's premises to ensure scanning equipment is being properly secured and maintained, to verify the means with which Customer is securing deposited items until their destruction, and that a commercially acceptable process is being used to destroy the items.

8. Bank will process the Check according to the amount entered by Customer, if applicable, or by the numeric amount shown. If the numeric amount is unclear, Bank may process the Check according to the written amount, and Bank may correct the amount entered by Customer. If the Check is ambiguous, Bank may return the check as an exception item. Bank will not examine Checks to verify any data or dates. Checks made payable to Customer or any reasonable derivation thereof are acceptable for deposit. If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an exception item. Bank will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.
9. Bank will process, encode, endorse, and deposit into the account, checks submitted by Customer through the Services in accordance with Bank's internal procedures. Bank may use the check image to create and process a substitute check through the check collection system, process the check as a debit entry through the automated clearing house system, or process the check through any other payment system, intermediary organization or any other clearing agent, as it may reasonably select. Bank's performance of the Services is subject to the rules and regulations of any such system or organization and any clearinghouse agreements, operating circulars, image exchange agreements or similar agreements; Customer agrees to be bound by all of the foregoing. Bank may engage third parties to provide the Services and Bank will have no obligation to disclose such arrangements to Customer or obtain the consent of Customer thereto. Customer authorizes the transfer of information relating to Customer to agents of Bank or Customer for use in connection with the Services or as required by law. Bank reserves the right at any time to reject one or more checks for deposit and to process them on a collection basis.

All deposits are provisional, and subject to verification and final settlement. Customer is responsible for any deposited item; any such item that is returned or rejected may be charged to any Customer account. Any item that Bank returns to Customer will be returned in the form of an image or an image replacement document.

10. Bank may establish limits on the dollar amount and/or number of items of Customer's deposits from time to time. If Customer attempts to initiate a deposit in excess of these limits, Bank may reject the deposit and will notify Customer of the rejection through the Remote Deposit website. If we permit Customer to make a deposit in excess of these limits, such deposit will still be subject to this Agreement, and we will not be obligated to allow such a deposit at other times. Daily and monthly deposit limits may vary for users of other services with the Bank.
11. Bank will make reports regarding the Services available through the secure website. Customer shall promptly notify Bank in writing of any error in connection with the Services and any discrepancies between any records maintained by Customer and any reports or notices Customer receives from Bank with respect to the Services, and Customer shall provide Bank with any information it may reasonably request in connection therewith. Customer agrees that ten (10) days is a reasonable time for Customer to notify Bank of errors or discrepancies, unless any other agreements, laws, rules, or regulations provide for a shorter period. Bank will not be liable for any errors or discrepancies unless Customer notifies Bank within the foregoing ten day period.
12. Bank may suspend immediately the Services or the processing of any Check or corresponding digitized item if Bank has reason to believe that there has been a breach in the security of the Services, fraud involving the Account or such Check, or any uncertainty as to the authorization or accuracy of digitized images of Checks. In addition to any and all rights of termination set forth in the Account Agreements, Bank may terminate this Agreement immediately by giving written notice if Bank discovers any willful misconduct (including bad checks or fraudulent activities) on the part of Customer or any other party with respect to Checks processed by Bank. Any termination will not affect obligations occurring prior to termination.
13. Customer covenants that: (a) it will allow Bank to review and inspect during reasonable business hours, and Customer will supply, all financial information, financial records, and documentation of Customer regarding the Checks that Bank may request; (b) the Checks submitted by Customer will be valid Checks, and Customer will reimburse and indemnify Bank for all loss, damage, and expenses, including reasonable attorneys' fees, incurred

in defending such transactions as invalid or fraudulent Checks; and (c) in the event of the commencement of any proceeding under any bankruptcy or insolvency laws by or against Customer, Customer will not oppose or object to any motion by Bank seeking relief from the automatic stay provisions of such laws. Customer and Bank agree that this Agreement and the Services constitute an agreement to provide a "financial accommodation" for the purposes of 11 U.S.C. §365.

14. Customer represents and warrants that: (a) each Check will contain information that will allow Bank to create a Substitute Check; (b) no drawee, drawer, endorser or other depository bank will receive presentment or return of, or otherwise be charged for, the Check, or a paper or electronic representation of the Check; (c) Checks are currently and were at the time of their creation, bona fide and existing obligations of customers of Customer; (d) the documentation under which the Checks are payable authorize Customer to charge and collect the monies owed; and (e) all Checks and all documents and practices related to them comply with all applicable federal and state laws. In addition and without limitation, Customer makes all representations, warranties and indemnities applicable to Checks arising under state or federal laws and regulations.
15. The Customer will compensate Bank for the Services in accordance with Bank's fee schedules in effect from time to time. Bank may amend the fee schedules at any time and will endeavor to give written notice to the Customer of the changes in fee schedules relating to Services. Bank is authorized by the Customer to charge fees, on the applicable due dates, to the Account or to Account Analysis. In addition to the fees to be paid by Customer, Customer agrees to pay all sales, use or other taxes applicable to the Services provided hereunder. Any fees charged to Customer by Customer's mobile carrier for use of a mobile device in making remote deposits are not covered by this agreement.
16. **BANK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY OF THE SERVICES FOR CUSTOMER, OR AS TO THE COMPATIBILITY OF BANK'S SOFTWARE, EQUIPMENT, OR COMMUNICATION INTERFACES WITH THOSE OF CUSTOMER.** Without limitation, Customer agrees that Bank does not represent or warrant that operation of the Services or the related software or equipment will be error free or uninterrupted.
17. Bank will not be responsible for any loss sustained by Customer in connection with the Services (except any loss caused by Bank's gross negligence or willful misconduct), including without limitation: (a) any damages, costs or other consequences caused by or related to Bank's actions that are based on information or instructions that Customer provides to Bank; (b) any unauthorized actions initiated or caused by Customer or its employees or agents; (c) the failure of third persons or vendors to perform satisfactorily; (d) any refusal of a drawee to pay a Check for any reason, including without limitation that the Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (e) any party's lack of access to the internet or inability to transmit or receive data; (f) failures or errors on the part of internet service providers, telecommunications providers or any other party's own internal systems, or (g) any of the matters indemnified against in Section 16 below. In no event will Bank have liability for clerical errors or mistakes in judgments, nor will Bank have any liability for any indirect, incidental, consequential (including lost profits), special, or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Bank. Under no circumstances will Bank be responsible for any liability, loss, or damage resulting from any delay in performance of or failure to perform in connection with the Services which is caused by interruption of telephone, or other communication facilities; delay in transportation, equipment breakdown, or mechanical malfunction; electrical, power, or computer failure; accidents, fire, flood, explosion, theft, natural disaster, or other catastrophe; acts or failure to act by Customer or any third party; strikes or lockouts; emergency conditions; or riots, war, acts of government, or other circumstances which are unavoidable or beyond Bank's control. Bank will not be liable for failure to perform any of its obligations in connection with the Services if such performance would result in it being in breach of any law, regulation, or requirement of any governmental authority. If Bank fails to credit the Account in accordance with the User Documentation, upon discovery or notification of such error, Bank will properly credit the Account, but Bank will not incur any liability therefore, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the Account.
18. Customer will indemnify and hold harmless Bank, its licensors and providers of the Services, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses resulting from (a) the wrongful acts or omissions of Customer, or any person acting on the behalf of Customer, arising in connection with the use of the Services by Customer or processing of Checks hereunder, including without limitation: a breach by Customer of any provision, representation or warranty of this

Agreement; the negligence or willful misconduct (whether by act or omission) of Customer, its customers, or any third party on behalf of Customer; any modifications or changes to the software made by Customer or any third party within the control or on behalf of Customer; any misuse of the Services by Customer or any third party within the control or on behalf of Customer; or the failure by Customer to comply with applicable state and federal laws and regulations; (b) any act or omission of Bank that is in accordance with this Agreement or instructions from Customer; (c) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of a Check to Bank; or (d) any damage to the information technology infrastructure of Customer due to incompatibility with the Services, its software or its equipment.

19. Customer will indemnify and hold harmless Bank and any subsequent recipient of a Substitute Check or a paper or electronic representation of a Substitute Check (including a collecting or returning bank, the drawer, the drawee, the payee, and any endorser) (collectively, "Recipients") for any loss incurred by Recipients if that loss occurred due to the receipt of a Substitute Check instead of the Original Check.
20. Without limiting any other remedy available to Bank and subject to applicable law, Bank may exercise its right of setoff or security interest against the Account, without notice, in the amount of any Check processed pursuant to the terms hereof, plus interest and expenses (including costs and reasonable attorney's fees and other expenses of representation) related to the Check in connection with breach of the representations and warranties or in connection with the indemnifications set forth in this Agreement.
21. Except to the extent superseded by federal law, the provision of Services will be governed by the laws of the state in which the principal office of Bank is located. Customer agrees that the courts of such state will have jurisdiction to hear any dispute arising out of the Services and submits to the jurisdiction of such courts. Any provision of this Agreement that is unenforceable will be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the Services would result in violation of any law, regulation, or governmental policy, this Agreement will be deemed amended to the extent necessary to comply therewith.
22. Any schedule, information sheet, specification sheet, User Documentation or other applicable document executed by Customer is made a part hereof.
23. This Agreement supplements, and does not supersede, the Account Agreement, which is hereby ratified and confirmed.
24. Customer acknowledges and agrees that it is responsible for completing an annual attestation regarding its use of the Services, including but not limited to user access, security controls, and compliance with the terms of this Agreement. The attestation must be completed in the manner and within the timeframe specified by the Bank. Failure to complete the attestation may result in suspension or termination of access to the Services at the Bank's sole discretion. The Bank reserves the right to request additional information or take further action as necessary to ensure compliance and security.

LOAN SWEEP SERVICE AGREEMENT - TERMS AND CONDITIONS

This Loan Sweep Service Agreement ("Agreement") is made and entered into as of the date set forth below by the undersigned Customer ("Customer") in favor of BANNER BANK ("Bank").

I. Introduction

If requested by Customer and agreed to by Bank, Bank will provide Loan Sweep Service ("Service") in accordance with the procedures set forth in this Agreement or under any promissory note, loan agreement, security agreement or other related documents provided to Customer by Bank. Customer authorizes Bank to debit and credit the Checking Account listed on the Sweep Services Application ("Application") in accordance with the sweep arrangement described in this Agreement.

II. Definitions

For the purposes of this Agreement, the following are defined terms:

Account Agreement means the signature cards and accompanying documents that comprise the depository account agreement governing the Checking Account.

Business Day means any day on which Bank is open for general business other than a Saturday, Sunday, or a legal holiday.

Checking Account means the business checking account designated by Customer on the Application.

Collected Balance means the Checking Account ending Ledger Balance less Float.

Excess Funds means the amount of Collected Balance as of the close of business on any Business Day which exceeds the Target Balance.

Float means the dollar amount of Customer's deposits that Bank has not received credit from its direct settling counterparty bank, typically the Federal Reserve Bank.

Ledger Balance means the balance in the Checking Account as of the close of business on any Business Day (without adjusting for Float).

Loan Account means the loan number on the Application, including the related promissory note, loan agreement, security agreement and all other related documents reflecting Customer's debt and other obligations to Bank, including all modifications, renewals and substitutions thereof.

Target Balance means the amount of funds which Customer desires to maintain in the Checking Account which is mutually agreeable to Bank and Customer and may be changed from time to time.

III. Sweep Service

On each Business Day, Bank will determine the Collected Balance in the Checking Account for the previous Business Day. If there are Excess Funds, Bank is authorized and directed to apply the Excess Funds to pay down Customer's Loan Account.

If the Collected Balance in the Checking Account is less than the Target Balance, Bank is authorized and directed to advance funds from the Customer's Loan Account in an amount sufficient to restore the Collected Balance to the Target Balance.

Loan Account pay downs and advances are subject to the terms and conditions of the loan documents between Customer and Bank. There are restrictions on the types of loans that are eligible for the Service. Customer shall remain liable for all principal and interest with respect to the Loan Account even if the Service does not function as described.

IV. Overdrafts

If the available Loan Account balance combined with the Checking Account Balance does not have enough funds to cover the debit activity in the Checking Account, Bank may, at its discretion, return and/or pay the items. Customer will be responsible to pay any fees for non-sufficient funds, overdrafts, or returned items as applicable.

V. Authority to Access Funds

Customer acknowledges and understands that access to funds available to be drawn under the Loan Account may be gained by any person with signing authority on the Checking Account, or system users whom Customer has granted access to the Checking Account through an online banking service. Transactions processed by such persons are authorized for banking purposes regardless of whether Customer has established more stringent internal transaction limits. Bank shall also not be responsible for transactions caused by Customer's sharing or lack of control over passwords, User IDs, or blank checks or check stock.

VI. Right of Refusal

No advances may be made if the Loan Account has matured, if Customer is in default under the Loan Account, or due to other obligations to Bank. Bank reserves the right to suspend or cancel the Service, without prior notice to Customer in the event of any such default. The Service is only available to customers with credit standing acceptable to Bank. If Customer's credit standing becomes unacceptable to Bank, the Service may be suspended or cancelled until Customer's credit standing returns to levels acceptable to Bank.

VII. Repurchase Agreement Investment Sweep (Repo)

In the event Customer's Checking Account that is subject to the Service is also subject to a Repurchase Agreement Investment Sweep service, Excess Funds in the Checking Account shall first be applied against any unpaid principal, accrued interest and fees due and owing on the Loan Account. Any remaining Excess Funds shall be swept in accordance with the Repurchase Agreement Investment Sweep Service Agreement.

VIII. Fees

Customer agrees to pay fees for the Service as disclosed in the current General Business Account and Treasury Management Services Price List as amended from time to time, a copy of which Customer acknowledges receipt. Fees may be changed upon thirty (30) days prior written notice.

IX. Termination

This Agreement may be terminated by either party upon written notification made in accordance with Bank's security procedures, or immediately if the Checking Account is closed. Termination will not affect the rights or duties of any party arising out of transactions occurring prior to termination. The effective date of termination by Customer shall be as stated in Customer's notification, if it provides a reasonable amount of time for Bank to implement the termination. Bank may terminate the Service immediately at any time, and in its sole discretion, and will notify Customer orally or in writing of such termination as soon as practical. In addition to any other provisions regarding termination in the Agreement, Bank will cease providing the Service if Customer cancels or terminates the Loan Account tied to the Service. Bank may cease providing the Service if the Loan Account matures, or is in default. Cancellation or termination of the Service will not affect any obligations Customer may have under the terms of the Loan Account or the terms of the account agreement governing the Checking Account.

X. Severability

If any part or provision of this Agreement shall be held to be illegal, invalid or unenforceable by any court or tribunal of competent jurisdiction, then such invalidity or unenforceability shall affect only such part or portion and shall not in any manner affect such part or provision in any other jurisdiction, or any other part or provision of this Agreement in any jurisdiction.

XI. Non-Assignment

Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

XII. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Washington (excluding the laws applicable to conflicts or choice of law) and applicable federal law. Any suit for the enforcement of this Agreement may be brought in the courts of the State of Washington or any federal court sitting therein and the parties hereby consent to the nonexclusive jurisdiction of such court.

ZERO BALANCE ACCOUNT (ZBA) SWEEP SERVICE AGREEMENT TERMS AND CONDITIONS

This Zero Balance Account Sweep Service Agreement ("Agreement") is made and entered into as of the date set forth below by the undersigned Customer ("Customer") in favor of Banner Bank ("Bank").

I. Introduction

The Zero Balance Account Sweep Service ("Service") permits Customer to link one or more business checking accounts (Accounts) for the purpose of automatically transferring funds between the Accounts to maintain established target balances ("Target Balances").

II. Definitions

Account Agreement means the signature cards and accompanying documents that comprise the depository account agreement governing the Accounts.

Business Day means any day on which Banner Bank is open for general business other than a Saturday, Sunday, or a legal holiday.

Concentration Account means a Parent Account that is the final Parent Account in any chain of linked Subsidiary Accounts and Parent Accounts. If a Parent Account is not also a Subsidiary Account, it is a Concentration Account.

Debit means a check, transfer, or other item presented against an Account for payment.

Float means the dollar amount of Customer's deposits that Bank has not received credit from its direct settling counterparty bank, typically the Federal Reserve Bank.

Ledger Balance means the balance in the Subsidiary Account or Parent Account as of the close of business on any Business Day (without adjusting for Float).

One-Way ZBA refers to an option in which funds are only transferred in a single direction (i.e., from Parent Account to Subsidiary Account or from Subsidiary Account to Parent Account). If this option is selected, transactions described in the Agreement will only occur in the direction selected by Customer, with the result that transactions described below that flow in the opposite direction will not occur.

Parent Account means an Account into or out of which funds may be transferred to maintain the Target Balance in a linked Subsidiary Account.

Subsidiary Account means an Account for which Customer designates a Target Balance which may be zero or some other amount. The Subsidiary Account may also be referred to as a "Sub Account" "Zero Balance Account" or "ZBA." Target Balance means the amount of funds Customer desires to maintain in the Subsidiary Account usually zero dollars.

III. Zero Balance Account Sweep Service

Customer authorizes the Bank at the end of each Business Day to transfer funds between Parent and Subsidiary Accounts as designated in the Sweep Services Application ("Application"). Generally, the Service will transfer funds above the Target Balance from a Subsidiary Account into a Parent Account, and will transfer funds from a Parent Account to a Subsidiary Account to maintain the Subsidiary Account's Target Balance (such as by covering Debits presented for payment from the Subsidiary Account).

IV. Designated Parent and Subsidiary Accounts

On the Application, Customer shall designate one or more Parent Account(s) and Subsidiary Account(s). Unless otherwise specified on the Application, the Target Balance for a Subsidiary Account shall be zero dollars. If maintaining multiple Subsidiary Accounts, Customer may designate the order in which funds will be transferred to and from Parent and Subsidiary Accounts. If no election is made, funds will transfer based upon the ascending account number order of the Subsidiary accounts. That is, funds will transfer first to the lowest account number and last to the highest account number.

Customer may change the designated Parent and Subsidiary Accounts, and may add or delete a Subsidiary Account or change a Target Balance by providing Bank with written notice conforming to Bank's security procedures. Bank will make such changes within a reasonable time after receipt.

V. Debits from Subsidiary Accounts; Insufficient Funds

Unless Customer has selected a Subsidiary Account to Parent Account One-Way ZBA, when a Subsidiary Account does not have sufficient available funds to cover any Debit from the Account or if its Ledger Balance is less than its Target Balance, the Service will automatically transfer from the Parent Account, to the extent available, an amount sufficient to pay the Debits or restore the Subsidiary Account to its Target Balance. If the Parent Account does not have a sufficient balance to pay any such Debits and the related Subsidiary Account also has insufficient available funds. Bank reserves the right, in its sole discretion, to pay or return any Debits. If Bank pays any Debit that overdraws a Subsidiary Account, the resulting overdraft will be subject to the terms of the Account Agreement.

VI. Funds in Excess of Target Balance

At the close of each Business Day, the Service will automatically transfer to a linked Parent Account any available funds in a Subsidiary Account that exceed its Target Balance. If Customer has selected a Parent Account to Subsidiary Account One-Way ZBA, this transfer will not take place.

VII. Multiple Subsidiary Accounts

Unless Customer has selected a Subsidiary Account to Parent Account One-Way ZBA, if more than one Subsidiary Account is linked to a single Parent Account or a chain of Parent Accounts, the Service will transfer available funds from the Parent Accounts to cover Debits from all linked Subsidiary Accounts prior to making transfers to restore the Target Balance in the Subsidiary Accounts.

VIII. Authority to Access Funds

Customer acknowledges and understands that access to funds available to be drawn under the Agreement from the Parent Account may be gained by any person with signing authority on the Subsidiary Account, or system users whom Customer has granted access to the Subsidiary Account through an online banking service. Transactions initiated by any such persons shall be deemed to be authorized.

IX. Termination

This Service may be terminated at any time by either party upon written notification to the other party in accordance with the Bank's security procedures or immediately if an Account is closed. Termination will not affect the rights or duties of any party arising out of transactions occurring prior to termination. The effective date of termination by Customer shall be stated in Customer's notification, if it provides a reasonable amount of time for Bank to implement the termination. Bank may terminate the Service at any time, and in its sole discretion, and will notify Customer orally or in writing of such termination as soon as practical.

X. Fees

Customer agrees to pay fees for the Service as disclosed in the current General Business Account and Treasury Management Services Price List as amended from time to time, a copy of which Customer acknowledges receipt. Fees may be changed upon thirty (30) days prior written notice.

XI. Miscellaneous

Any holds (i.e., restraints on payment of funds) applicable to a Subsidiary Account will also be applied to the Parent Account to which the Account is linked.

XII. Conflict

In the event of a conflict between any provision of this Agreement and the provisions of the Account Agreement, the provisions of this Agreement will control.

COMMERCIAL SWEEP SERVICE AGREEMENT

This Zero Balance Account Sweep Service Agreement ("Agreement") is made and entered into as of the date set forth below by the undersigned Customer ("Customer") in favor of Banner Bank ("Bank").

1. Introduction

If requested by Customer and agreed to by Bank, Bank will provide Commercial Sweep Service ("Service") in accordance with the procedures set forth in this Agreement. Customer authorizes Bank to debit and credit the Checking Account listed on the Sweep Services Application ("Application") in accordance with the sweep arrangement described in this Agreement.

2. Definitions

For the purposes of this Agreement, the following are defined terms:

Account Agreement means the signature cards and accompanying documents that comprise the depository account agreement governing the Checking Account.

Business Day means any day on which Bank is open for general business other than a Saturday, Sunday, or a legal holiday.

Checking Account means the business checking account designated by Customer on the Application.

Collected Balance means the Checking Account ending Ledger Balance less Float.

Commercial Sweep Account is that interest bearing checking account identified on the Application with limited access maintained for the purpose of using the Service.

Excess Funds means the amount of Collected Balance in the Checking Account as of the close of business on any Business Day which exceeds the Target Balance.

Float means the dollar amount of Customer's deposits that Bank has not received credit from its direct settling counterparty bank, typically the Federal Reserve Bank.

Ledger Balance means the balance in the Checking Account or Commercial Sweep Account as of the close of business on any Business Day (without adjusting for Float).

Target Balance means the amount of funds which Customer desires to maintain in the Checking Account which is mutually agreeable to Bank and Customer and may be changed from time to time.

3. Sweep Service

At the close of each Business Day, Bank will determine the Collected Balance in the Checking Account. If there are Excess Funds, the Service will transfer the Excess Funds to the Commercial Sweep Account.

If the Collected Balance in the Checking Account is less than the Target Balance, the Service will transfer funds from the Commercial Sweep Account to the Checking Account in an amount that is the lesser of the Checking Account's Ledger Balance or the amount needed to restore the Collected Balance in the Checking Account to the Target Balance.

4. Overdrafts

If the available Checking Account balance combined with the Commercial Sweep Account balance does not have enough funds to cover the debit activity in the Checking Account, Bank may return or pay any item(s). Customer is responsible to pay any fees for overdrafts or returned items.

5. Authority to Access Funds

Customer acknowledges and understands that access to funds available to be drawn from the Commercial Sweep Account may be gained by any person with signing authority on the Checking Account, or system users whom Customer has granted access to the Checking Account through an online banking service. Transactions processed by any such persons shall be deemed to be authorized.

6. Interest

The Commercial Sweep Account interest rate is established at the sole discretion of Bank and is subject to change daily. Interest will initially be calculated at the annual rate stated on the Sweep Services Application on a 365 day-per-year simple interest basis, (366 day-per-year during leap year). Interest will accrue daily and be paid monthly.

7. Fees

Customer agrees to pay fees for the Service as disclosed in the current General Business Account and Treasury Management Services Price List as amended from time to time, a copy of which Customer acknowledges receipt. Fees may be changed upon thirty (30) days prior written notice.

8. Termination

This Agreement may be terminated by either party upon written notification made in accordance with Bank's security procedures, or immediately if the Checking Account is closed. Termination will not affect the rights or duties of any party arising out of transactions occurring prior to termination. The effective date of termination by Customer shall be as stated in Customer's notification, if it provides a reasonable amount of time for Bank to implement the termination. Bank may terminate the Service immediately at any time, and in its sole discretion, and will notify Customer orally or in writing of such termination as soon as practical. Termination of the Service will not affect any Customer obligations under the Account Agreement.

9. Severability

If any part or provision of this Agreement shall be held to be illegal, invalid or unenforceable by any court or tribunal of competent jurisdiction, then such invalidity or unenforceability shall affect only such part or portion and shall not in any manner affect such part or provision in any other jurisdiction, or any other part or provision of this Agreement in any jurisdiction.

10. Non-Assignment

Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

11. Conflict

This Agreement supplements, and does not replace the Account Agreement. In the event of a conflict between a provision of this Agreement and that of the Account Agreement, the provisions of this Agreement will control.

Appendix 1: General Business Account and Treasury Management Services Price List

Effective May 1, 2026

GENERAL ACCOUNT SERVICES	
Analyzed Account Activity	Cost
Analyzed Account Monthly Maintenance	\$22/account
Paper Statement without Check Images	\$3/month
Paper Statement with Check Images	\$6/month
Deposit Assessment Fee (per \$1,000)	\$0.13
Funds Advanced to cover Uncollected Balances	Prime + 3.5%
Checks Paid/Electronic Debits	\$0.20/item
Deposits Posted/Electronic Credits	\$1.15/item
Checks Deposited: On Us	\$0.16/item
Checks Deposited: Transit	\$0.16/item
ACH Debit	\$0.20/item
ACH Credit	\$0.20/item
Overdraft Fee	\$30
Stop Payment (branch-initiated)	\$35/stop
Wire Transfer Services	
Incoming Domestic and International Wires	\$15/wire
Outgoing Domestic Wires (branch-initiated)	\$30/wire
Outgoing International \$USD and Foreign Exchange Wires (branch-initiated)	\$50/wire
Wire Trace	No Charge
Branch Cash Processing (Commercial Cash Vault as quoted)	
Depositing Currency (per \$1,000)	\$1.50
Purchasing Currency (per \$1,000)	\$1.50
Coin Deposited (percentage of total coin transaction)	5%
Rolled Coin Purchased (percentage of total coin transaction)	1%
Smart Safe per Location MO Maint.	\$100/location
Miscellaneous Fees	
Deposit Account Control Agreement Setup	\$500/account
Deposit Account Control Agreement Recurring	\$150/account
Smart Data Feed Fee	\$150
TREASURY MANAGEMENT SERVICES	
Business Online Banking / Information Reporting	
Business Online Monthly Maintenance	No Charge
Commercial Online Monthly Maintenance	\$50/month
Physical Security Tokens (new and replacement)	\$50/token ¹
Virtual Security Tokens	No Charge

¹ Security tokens are required for processing ACH and wire transactions in Business Online and Commercial Online and may be required for other activities. Charges for physical security tokens are assessed at the time of issuance and cannot be offset by earnings allowance in account analysis.

Appendix 1: General Business Account and Treasury Management Services Price List

Effective May 1, 2026

TREASURY MANAGEMENT SERVICES	
Online Stop Payment	\$35/stop
Business Bill Pay Monthly Maintenance	No Charge
Bill Pay Payments	No Charge
Other Customized Information Reporting	As Quoted
Wire Transfer Services	
Commercial Online Wire Transfer Module Monthly Maintenance	\$30/month
Outgoing Online Domestic Wire	\$15/wire
Outgoing Online International U.S. Dollar or Foreign Exchange Wire	\$25/wire
Automated Clearing House (ACH)	
ACH Monthly Maintenance (Business Online Banking)	\$40/month
Online ACH Originated Debit or Credit	\$0.20/item
Same Day ACH Originated Debit or Credit	\$0.85/item
ACH Returned Item (with notification)	\$5/item
ACH Notification of Change (NOC)	\$5/item
ACH File Reversal or Deletion	\$20/file
ACH Item Reversal or Deletion	\$7.50/item
ACH Electronic Data Interchange (EDI) Reporting Monthly Maintenance	\$10/month/per account
Fraud Protection Services	
Positive Pay	
Check & ACH Positive Pay Monthly Maintenance (first account)	\$40/month
Check & ACH Positive Pay Monthly Fee Additional Accounts	\$20/account
Check Positive Pay Monthly Maintenance (first account)	\$35/month
Check Positive Pay Monthly Fee Additional Accounts	\$20/account
ACH Positive Pay Monthly Maintenance (per account)	\$20/month
Positive Pay (ACH) Monthly Fee Additional Accounts	\$20/account
Reverse Positive Pay	
Check & ACH Positive Pay Monthly Maintenance (first account)	\$40/month
Check & ACH Positive Pay Monthly Fee Additional Accounts	\$20/account
Check Positive Pay Monthly Maintenance (first account)	\$35/month
Check Positive Pay Monthly Fee Additional Accounts	\$20/account
Direct Payables & Send Services	
Per Account Fees	
BAI2 Reporting SFTP Monthly Maintenance	\$30/month
ACH SFTP Monthly Maintenance	\$50/month
Domestic Wire Transfer SFTP Monthly Maintenance	\$40/month
Positive Pay SFTP Monthly Maintenance	\$40/month
Remote Deposit SFTP File Upload Monthly Maintenance	\$50/month
Setup Fees	
One Time Setup Fee*	\$1,000
Additional Service Setup Fee	\$500

*SFTP services subject to set-up fees, and additional charges for custom programming, as quoted.

Appendix 1: General Business Account and Treasury Management Services Price List

Effective May 1, 2026

TREASURY MANAGEMENT SERVICES	
Sweep Services	
Commercial Sweep Monthly Maintenance	\$125/month
Repurchase Agreement (REPO) Sweep Monthly Maintenance	\$150/month
Loan Sweep Monthly Maintenance	\$250/month
ICS Insured Cash Sweep Monthly Maintenance	\$125/month
Zero Balance Account (ZBA)	
ZBA Monthly Maintenance: Concentration (parent) Account	\$35/month
ZBA Monthly Maintenance: Subsidiary Account	\$22/month
Remote Deposit Services (Desktop)²	
Remote Deposit Monthly Maintenance (includes 3 accounts)	\$35/month
Remote Deposit X9 File Upload Monthly Maintenance (per account)	\$50/month
Additional Accounts Monthly Fee	\$10/account
Single-Feed Scanner Provided	\$15/month
Multi-Feed Scanner Provided	\$40/month
Large Capacity Scanner Provided	As Quoted
RD Deposit Ticket	\$0.75/deposit
Deposited Items	\$0.12/Item
Business Mobile Remote Deposit (Mobile)	
Included with desktop Remote Deposit services listed above at no additional charge	No Charge
Monthly Maintenance (includes 3 accounts)	\$25/month
Additional Accounts Monthly Fee	\$10/account
Deposit Ticket Fee	No Charge
Deposited Items	\$0.10/Item
Cash Vault Services	
Cash Vault Standard Change Order	\$4.00
Cash Vault Nonstandard Late/Special Change Order	\$18.00
Cash Vault Order Per Roll (wrap fee)	\$0.15/Per Roll
Cash Vault Standard Change Order per \$100	\$0.18/Per \$100
Cash Vault Non-Standard Change Order Per \$100	\$0.20/Per \$100
Cash Vault Deposit	\$2.00
Cash Vault Deposit Adjustment	\$8.00
Cash Vault Currency and/or Coin Deposit Per \$100	\$0.18/Per \$100
Cash Vault Coin Deposit Standard Bag / Half Bag	\$3.00
Cash Vault Deposit Nonstandard Bag	\$8.00
Cash Vault Deposit Per Roll (unwrapping fee)	\$0.15/Per Roll

²Deposit ticket and deposited item fees apply to all RD services shown.

The Earnings Credit Rate applied to eligible analyzed accounts is subject to change at the Bank's discretion and may be adjusted periodically based on market, economic or business conditions. Any changes will be reflected in your monthly account analysis statement.



FACTS

WHAT DOES BANNER BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: - Social Security number - Account balances - Credit History - Overdraft history - Account transactions - Checking account information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Banner Bank chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does Bank of the Pacific, a division of Banner Bank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our Marketing purposes – To offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences.	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness.	No	We don't share
For our affiliates to market to you.	No	We don't share
For non-affiliates to market to you.	No	We don't share

Questions?	Call toll-free 800-272-9933, contact us via bannerbank.com , or write to us at PO Box 907, Walla Walla, WA 99362
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Who we are	
Who is providing this notice?	Banner Bank
What we do	
How does Bank of the Pacific, a division of Banner Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic, and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Bank of the Pacific, a division of Banner Bank collect my personal information?	We collect your personal information, for example, when you • Open an account • Use your credit or debit card • Pay your bills • Make deposits or withdrawals from your account • Apply for a loan We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only - Sharing for affiliates' everyday business purposes – information about your creditworthiness - Affiliates from using your information to market to you - Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. - Our affiliates include financial companies such as Banner Corporation and its banking affiliates and subsidiaries, Banner Bank, Community Financial Corporation, and Springer Development, LLC. - We also operate under the trade names Banner Wealth and Investment Services, Banner Financial Services, and Banner Insurance Services. - Bank of the Pacific is a trade name for Banner Bank in Washington and Oregon.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. - Banner Bank does not share with non-affiliates so they can market to you. - Bank of the Pacific, a division of Banner Bank, does not share with non-affiliates so they can market to you.
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. - Banner Bank does not jointly market.

Other important information

CALIFORNIA CONSUMER PRIVACY ACT PRIVACY POLICY

We are required to provide California residents with a comprehensive description of our online and offline privacy policy and practices regarding the collection, use, disclosure, and retention of your personal information (our "Information Practices"); to inform you of your rights regarding your personal information; and to provide you with any information necessary for you to exercise those rights.

Your Rights Regarding Your Personal Information

(1) Right to Know. You have the right to know the personal information that we collect, use, and disclose about you, including the categories of personal information; the categories of sources from which the personal information is collected; the business or commercial purpose for collecting personal information; the categories of third-parties to whom we disclose personal information; and the specific pieces of personal information that we have collected about you. Subject to certain exceptions, we will provide you with all of your personal information that we have collected or maintained. This will include any personal information that our service providers or contractors have collected pursuant to their written contract with us.

(2) Right to Delete. You have the right to request us to delete any personal information that we have collected about you. Subject to certain exceptions, we will delete the personal information that we have collected about you from our records, and we will direct any service provider or contractor to delete your personal information from their records.

(3) Right to Correct. You have the right to request us to correct any inaccurate personal information that we maintain about you. Subject to certain exceptions, we will correct the personal information that we maintain about you on our existing system, and we will direct any service provider or contractor that maintain the personal information at issue pursuant to their written contract with us to make the necessary corrections on their systems.

(4) Right to Not Receive Discriminatory Treatment. You have the right not to receive discriminatory treatment by us for the exercise of privacy rights conferred by the California Consumer Privacy Act ("CCPA"). A price or service difference is discriminatory and prohibited if we treat you differently because you exercised a right conferred by the CCPA or its issuing regulations. A price or service difference is non-discriminatory if it is reasonably related to the value of your data.

Types of Personal Information

Collected Personal Information

Categories of Personal Information. We collected the following categories of personal information in the preceding 12 months:

- Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.

Categories of Sources. We collected your personal information from the following type of people or entities:

- Directly and indirectly from you in order to establish and continue your business relationship with us.
- Directly and indirectly from activity on our website.
- From third-parties that interact with us in connection with the products and services we provide.

Business or Commercial Purposes. We collect your personal information for these business or commercial purposes:

- Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purpose.
- Performing services on behalf of the institution, including maintaining or servicing accounts, providing customer

service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the institution.

- Undertaking internal research for technological development and demonstration.

Personal Information Is Not Sold or Shared. We have not sold or shared your personal information to any third-parties in the preceding 12 months.

Disclosed Personal Information

Categories of Personal Information. We disclosed the following categories of personal information to third-parties in the preceding 12 months:

- Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers

Categories of Third-Parties. For each type of personal information identified above, we disclosed that type of information to the following third-parties:

Personal Information	Third-Parties
Identifiers	Check Printers Credit Bureaus

Business or Commercial Purposes. We disclose your personal information for these business or commercial purposes:

- Performing services on behalf of the institution, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the institution

How to Submit a Request Regarding Your Personal Information

You can submit a verifiable request to know, request to delete, or request to correct your personal information to us. We will verify that you are the person who we have collected information about by . No later than 10 business days after receiving your request(s), we will confirm that we received your request(s) and provide you with information on how we will process your request(s). We will respond to your request to know, request to delete, or request to correct no later than 45 calendar days after receiving your request(s). If we cannot verify your identity within this time period, we may deny your request(s) in whole or in part and will inform you that your identity cannot be verified. If we need more time, we will inform you of the reason for the delay during this time period and may extend the time to respond up to an additional 45 calendar days. Our response will cover the 12-month period preceding our receipt of your request.

You can submit your request to know, request to delete, and request to correct by calling us toll-free at 800-272-9933. You can also submit your request to know by using any of the following methods: www.bannerbank.com

Authorized Agents. We may allow an authorized agent to make a request to know, request to delete, or request to correct on your behalf. We may require written proof that you have given the agent permission to submit a request on your behalf, require the agent to verify their identity with us, or require you to confirm with us that you have provided the agent permission to submit the request. If you are an authorized agent, you may make these requests by following these instructions: Provide sufficient information for us to reasonably verify you are the person we collected personal information about. Describe your request with enough detail for us to properly understand, evaluate, and respond to it.

Contact Information

For information about our privacy policy and Information Practices, you can contact us by Phone: 800-272-9933 or Website: www.bannerbank.com.

Lets create tomorrow, **together.**

Corporate Headquarters

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P.O. Box 907
Walla Walla, WA 99362

Call us

800-272-9933

Visit us online

www.bannerbank.com

Email

bannerbank@bannerbank.com

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