



Online Banking External Transfer Authorization and Service Agreement

These terms and conditions (the "Agreement"), between you, the depositor (hereafter "You") and your Financial Institution or its designated third-party processor ("Financial Institution"), authorize Financial Institution to initiate credit and debit entries (each an "Entry") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the "Rules") on your behalf. Each Entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a financial institution with which You have a deposit relationship (an "External Account")

1. **Transmittal of Requests for Entries By You:** You shall transmit requests for transfers, either credit or debit Entries to Financial Institution via the forms and formats accessible on the Financial Institution's online banking web site and mobile app (the "Site"). Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on the Site to verify that you are authorized to transact business on the relevant External Account.

2. **Security Procedure:** a) You and Financial Institution shall comply with the security procedure requirements with respect to Entries transmitted by You to Financial Institution, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and You. Your verification that the Entry you submit on the Site is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry. b) You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant that no individual will be allowed to initiate transfers on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by the Financial Institution. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.

3. **Compliance with Security Procedure:** a) If a request for an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by You, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. Financial Institution shall conclusively be deemed to have complied with that part of

such procedure if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Site.

b) If a request for an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by You, You shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

4. Processing, Transmittal, and Settlement by Financial Institution: Except as provided Section 5 Rejection of Entries, Financial Institution shall (a) process requests for Entries received from You that comply with this Agreement and the Rules, (b) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (c) transmit such Entries as an Originating Depository Financial Institution to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (d) settle for such Entries as provided in the Rules. Transfer requests originating from the utilized Financial Institution's account are generally received on the business day following the processing day. Transfer requests originating from an external account (outside of Financial Institution) are generally received on the third business day following the processing day. This means transfers may take 1 to 3 business days to appear in the receiving account.

5. Rejection of Entries: Financial Institution may reject any request for an Entry which does not comply with the requirements of Section 1, Transmittal of Requests for Entries by You, or Section 2, Security Procedures. Financial Institution may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with its account balance obligations under Section 9, The Account, or the security requirements and procedures on the Site or this Agreement. Financial Institution shall notify You of Incomplete or Error displayed in Transfer Module no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH or, its Effective Entry Date. Financial Institution shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry, or the fact that such notice is not given at an earlier time than that provided for herein. Financial Institution may impose restrictions or terminate your ability to participate in the Service in the event of excessive returns or any other practice it deems to constitute a risk. See Section 9, The Account, for information regarding not sufficient funds.

6. Cancellation or Amendment by You: You shall have no right to cancel or amend any request for an Entry after its receipt by Financial Institution. The Site will prompt you to verify the accuracy of each request prior to its transmission to Financial Institution. However, if such request is pending, but not transmitted to the ACH, Financial Institution shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not effected. You shall reimburse Financial Institution for any and all expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.

7. Notice of Returned Entries: Financial institution shall notify You in writing of the receipt of a returned Entry from the ACH no later than within a reasonable time after Financial Institution receives such notice. Except for an Entry retransmitted by You in accordance with the requirements

of Section 1, Transmittal of Entries by You, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry. You shall reimburse Financial Institution for any and all expenses, losses, or damages to Financial Institution relating to or in connection with any returned Entry.

8. Payment by You for Entries: You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External financial institution, by Financial Institution pursuant to this Agreement, is available in the applicable account at such time on the Settlement Date with respect to such Entry.

9. The Account: You shall at all times maintain a balance of available funds in the Account sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that Financial Institution may, without prior notice or demand, debit any account maintained by You with Financial Institution or any affiliate of Financial Institution, or that Financial Institution may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement. Financial Institution will not re-attempt to debit the account if there are not sufficient funds. If there are not sufficient funds and you are transferring to a loan account, you must arrange for an alternative method of payment. Your depository financial institution may charge a fee if the attempt to debit is unsuccessful.

10. Account Reconciliation: Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Your periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and You. You agree to notify Financial Institution promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify Financial Institution of any discrepancy within thirty (30) days of mailing (or in the case of e-Delivery, making available by Financial Institution) of a periodic statement containing such information, You agree that Financial Institution shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against Financial Institution, except as limited by applicable law. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this Agreement, or your deposit Agreement with Financial Institution, Your Deposit Agreement shall control.

11. Your Representations and Agreements; Indemnity: With respect to each and every request for an Entry initiated by You, You represent and warrant to Financial Institution and agree that a) You are authorized to initiate such request for an Entry and hereby authorize Financial Institution to initiate each Entry requested by you to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry, in the amount provided, b) such authorization is operative at all relevant times, including without limitation (i) at the time you establish the pre-authorization on the Site, (ii) at the time you request an Entry, and (ii) at the time of transmittal or debiting by Financial Institution as provided herein, c) requests for Entries transmitted to Financial Institution by You are limited to those types of Credit Entries set forth in Section 1, Transmittal of Entries by You, d) You shall perform Your obligations under this Agreement

in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, e) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry, and f) You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that You have 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 You shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify Financial Institution against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

12. Financial Institution Responsibilities, Liability, Limitations on Liability; Indemnity: In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. FINANCIAL INSTITUTION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. Financial Institution shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization of any request for Entry received from You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Financial Institution's agent. You agree to indemnify Financial Institution against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that the Financial Institution is responsible for, any act or omission of You or any other person described in this Section 12. a) IN THE EVENT OF FINANCIAL INSTITUTION'S LIABILITY, FINANCIAL INSTITUTION SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL FINANCIAL INSTITUTION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE FINANCIAL INSTITUTION AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM FINANCIAL INSTITUTION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. b) Without limiting the generality of the foregoing provisions, Financial Institution 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 Financial Institution's reasonable control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise violating any provision of any present or future risk control program of Financial

Institution, the Federal Reserve, or any rule or regulation of any other U.S. governmental regulatory authority.

Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of You or any other person described in Section 12.

13. Inconsistency of Name and Account Number: You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to Financial Institution is not excused in such circumstances.

14. Notifications of Change: Financial Institution shall notify You of all notifications of change received by Financial Institution, relating to requests for Entries transmitted by You, by e-mail to your e-mail account associated with your access to the Site, by telephone, and/or in writing within a reasonable time after the receipt thereof.

15. Amendments: From time-to-time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time or any business day. Such amendments shall become effective upon receipt of notice by You or such later date as may be stated in Financial Institution's notice to You.

16. Notices, Instructions, Etc.:

Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter. Financial Institution shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.

17. Evidence of Authorization: You agree that your authorization provided on the Site is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize Financial Institution to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a pre-authorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.

18. Cooperation in Loss Recovery Efforts: In the event of any damages for which Financial Institution or You may be liable to each other or a third-party pursuant to the services provided under this Agreement, Financial Institution and You 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 defend or elect to pursue against a third-party.

19. Termination: You may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of Financial Institution's rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.

20. Entire Agreement: This Agreement is the complete and exclusive statement of the agreement between Financial Institution and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and You with respect to the subject matter. 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 Financial Institution 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 Financial Institution shall incur no liability to You as a result of such violation or amendment. No course of dealing between Financial Institution and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and You regardless of whatever practices and procedures Financial Institution and You may use.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents, and agree to its terms.