



Cash Management Online Services Agreement

This Cash Management Online Services Agreement (the "Agreement") is made this ____ day of _____ 20__ by and between "PCB Bank", a California corporation ("us", "we", and "Bank") and _____ (the "Company", "Customer", "you" and "your") doing business in _____ (City), ____ (State). This Agreement sets forth the terms of the cash management online services ("Services") that PCB Bank makes available to its customers ("you" and "your"). By applying for any Services, you agree to be bound by these terms. Bank reserves the right to change the terms and conditions of this Agreement at any time.

These terms and conditions apply to all of our Services. This Cash Management Online Services Agreement supersedes all prior oral or written agreements, understanding or communications regarding the Services. This Cash Management Online Services Agreement also supersedes the terms of any of your existing or future resolutions or agreements with us, which may require the instructions of one or more named individuals to access funds in your Account. Please note that any person who is granted an access to the Services may authorize us to make Transactions to and from your Account on your behalf.

To avoid miscommunication, you agree to designate only ONE person on your behalf to authorize us to make Services Transactions. This means that you authorize us to act upon the instruction of only ONE person in connection with Service Transactions, even though the Account signature card, your resolutions or other agreements with us require 2 or more signatures on checks.

- 1. Services.** We agree to provide you with Services under the terms and conditions of this Agreement. Specifically, we agree to act in good faith to complete, in accordance with your instructions, all payment and transfer transactions ("Transfers") you may request in connection with your deposit accounts with us. We will notify you when the Services you request become available to you. If you request other cash management services in the future, they will also be governed by this Agreement, unless we advise you that a separate specific agreement applies.
- 2. Equipment.** You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment.

You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the computer programs, service guides, security procedures, software and systems provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

3. Accounts. (a) Your application may list more than one deposit accounts with us that you wish to access with the Services ("Accounts"). If the Accounts include the accounts of (i) your parent company, subsidiaries or affiliates, (ii) other accounts belonging to entities having common ownership with you, or (iii) accounts in which you share the same Administrator and/or an "authorized signer" in which the same individual is authorized and empowered to carry out and perform transactions on behalf of each Accounts (all such accounts referred to as "Linked Business Accounts"), you represent and warrant that, unless otherwise specifically limited by Bank at your request or under Bank's policies and procedures, all entities having ownership and control over such Linked Business Accounts have authorized you to access their Accounts, including initiating transfers between Linked Business Accounts ("Cross Entity Transfers"), through the Services in the same manner as accounts you own. You agree to provide us with written authorization, in form and substance acceptable to us, which shall be affixed to this Agreement as Attachment "A" and incorporated herein, evidencing your authority to access Linked Business Accounts and conduct authorized Cross Entity Transfers,

and to notify us immediately in writing of any change to that authorization. **You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, reasonable attorney's fees) of any kind which results directly or indirectly, in whole or in part, from the actions of you or your agents in accessing Linked Business Accounts or making Cross Entity Transfers, or any claims resulting from written authorizations provided by you to us which later are claimed or deemed to be fraudulent, invalid or revoked.**

(b) You may designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire or ACH Services, for example, you will need to specify the account from which transfers should be made. You may also identify and limit the specific accounts from which you allow Cross Entity Transfers among the Linked Business Accounts based on your agreement(s) with or among the entities having ownership and control over such Linked Business Accounts.

(c) You shall appoint ONE individual with the authority to determine who will be authorized to use the Services on your behalf ("Administrator"). Your Administrator can establish separate security codes for you and each user, as well as limits on each user's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services.

(d) You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you. **By authorizing us to combine Accounts, owners of each and every Linked Business Accounts agrees that we are not responsible for any unauthorized Transactions performed by any person authorized to access the Services to, from or between the combined Linked Business Accounts.**

4. **Fees.** You agree to pay us the fees we establish for each of the Services (see our fee schedule for details.) We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Service fees at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us.) You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

5. **Access to Account Data.** Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch of account for loan and deposit information.
6. **Information Processing and Reporting.** We offer a number of Services that require us to receive process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

- a. **Information You Provide to Us.** You assume the sole responsibility for providing us with complete and accurate

information in the form and format that we require (e.g., in connection with wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

- b. **Your Instructions.** You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.
 - c. **Your Review.** You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will make prompt effort to inform you of the problem and will take reasonable steps to resume processing.
7. **Reliance on Third Parties.** Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.
8. **User Guides and Security Procedures.** We may provide you with a User ID and/or passwords (collectively, a "Security Code") to access the Services. We may also provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to: (a) comply with the User Guides and procedures that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Security Code, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) closely and regularly monitor the activities of employees who access the Services; (d) all users must use a Secure Socket Layer (SSL) compliant web browser. Cash Management cannot be accessed without a 128-bit SSL connection; and (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Security Codes or is otherwise processed by us in accordance with our security procedures.

9. **Virus/Malware Protection.** Undetected or unrepaired, a virus or malware may corrupt and destroy your computer programs, files, and even your hardware; you agree that PCB Bank is not responsible for any electronic virus that you may encounter using Business Internet Banking. We encourage you to routinely scan your PC and related devices using any reliable virus protection or malware detection product to detect and remove any viruses/malware found. Because computers may be infected by malicious code such as key logging software through surfing the internet or accessing e-mail (even where virus/malware protection software is used), we suggest that where practical you conduct Internet Banking transactions on a dedicated computer not used to surf the internet or access e-mail.
10. **Wire Transfer Service.** The Wire Transfer Services permits you to set up and initiate funds transfers from your Accounts

with us to deposit accounts with other financial institutions, other than through the automated clearing house or "ACH" network (collectively, "Payment Orders").

The Bank may, at its discretion, propose additional or enhanced security procedures to you. You understand and agree that if you decline to use any such additional or enhanced procedures; you will be liable for any losses that would have been prevented by such procedures. Notwithstanding any other provision of this Agreement, if we believe immediate action is required for the security of Bank or Customer funds, we may initiate additional security procedures immediately and provide prompt notice thereof to you. Customer hereby acknowledges that the security procedures are neither designed nor intended to detect errors in the content or verify the contents of a Payment Order submitted to Bank by you. Accordingly, any errors contained in a Payment Order from Customer shall be your responsibility, and you shall be obligated to pay or repay (as the case may be) the amount of any instruction. No security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

Customer is strictly responsible for establishing, implementing, maintaining, and (as appropriate) periodically updating commercially reasonable security procedures to safeguard against the unauthorized transmission or approval of Payment Order instructions to the Bank. Customer shall prevent and safeguard against unauthorized instructions, disclosures and access to security-related items, such as security procedures, instructions, passwords, and user identifications, and systems and equipment that interface with, connect to or allow access to Bank, its information systems and equipment.

You authorize us to receive, execute and charge the Account identified in your Transfer Instructions to us for any Payment Order you send us. Upon receipt of a Payment Order, the Bank may, but is not obligated to, execute the instruction in accordance with the terms of this Cash Management Online Services Agreement and debit the designated account for the corresponding amount. If a Payment Order exceeds the transaction limits set forth in the Customer's Cash Management Application (as it may be modified by us from time to time), we reserve the right to refuse to process the Payment Order.

You and Bank agree that we may authenticate any Payment Orders by telephoning one of the Authorized Administrators designated under the Administrator Assignment section of this agreement. We may not effect a Payment Order if we are unable to obtain authentication of such Payment Order satisfactory to us, if there is any inconsistency between a Payment Order and information previously supplied to us, if such Payment Order is not initiated in conformity with the terms of this Cash Management Online Services Agreement, if the funds transfer requested by the Payment Order is prohibited as a result of court order, garnishment, tax levy or the like, or if we reasonably believe that execution of the Payment Order may result in an unauthorized or erroneous transfer of funds or might otherwise cause us to suffer a loss. We shall be entitled to rely on any communication, instrument or document we believe in good faith to be genuine and correct and to have been given, signed or sent by you and shall not be liable to you for the consequences of such reliance.

If any Payment Order exceeds the balance of collected funds in the Account you designate, we need not make such funds transfer and shall incur no liability to you for such inaction. If we elect to make such a transfer, you shall remain liable for all amounts transferred, including funds transferred in excess of the collected balances in the Account.

If funds are transferred in U.S. dollars to a non-U.S. dollar account, the payment may be converted into the local currency by an originating, intermediary, or receiving bank, payment system, or service provider, including the Bank or its affiliates. The Bank or its affiliates may apply a markup or fee to the currency conversion and may profit from the transaction.

ONCE YOU COMMIT TO AN FX (FOREIGN EXCHANGE) WIRE, THE TRANSACTION IS DEEMED FINAL AND CANNOT BE CANCELED, AMENDED, OR REVERSED UNDER ANY CIRCUMSTANCES. INITIAL _____

We may charge any Account you maintain with us at any time for payment of the Payment Order and related fees, costs and expenses.

CUSTOMER ACKNOWLEDGES AND AGREES THAT BANK POLICY REQUIRES THE CUSTOMER'S USE OF "DUAL CONTROL" AS AN ADDITIONAL LAYER OF SECURITY FOR PAYMENT ORDERS TRANSMITTED USING THE CASH MANAGEMENT ONLINE SERVICES SYSTEM. DUAL CONTROL REQUIRES SECONDARY AUTHORIZATION BY THE CUSTOMER BEFORE A PAYMENT ORDER IS RELEASED.

IF CUSTOMER DECLINES THE USE OF DUAL CONTROL AND/OR ANY OTHER REQUIRED SECURITY PROCEDURES, THE CUSTOMER MUST ACKNOWLEDGE AND SIGN THEIR INITIAL ON THE CASH MANAGEMENT SERVICE AGREEMENT APPLICATION FORM. THIS WAIVER STATEMENT MUST BE SIGNED BEFORE INITIATING ANY FUTURE PAYMENT ORDERS THROUGH THE BANK.

11. **Automated Clearing House ("ACH") Service.** If you are approved for our ACH Service, you may initiate Credit and Debit Entries. The ACH Services use the Automated Clearing House or "ACH" network to transfer funds and you agree

to comply with the Operating Rules of the National Automated Clearing House Association (“NACHA”) (collectively, the “Rules”), as amended from time to time. You can obtain a copy of the Rules at www.nacha.org.

We may, but shall not be obligated to, accept and execute transfer instructions delivered by you through the ACH Services. We will execute the transfer instructions through the ACH in accordance with the Rules, the terms of this Cash Management Online Service Agreement and our procedures, including our security procedures. You shall provide us with such test files, information, pre-notification files and actual payment files for processing as required under the Rules, applicable law and our procedures. Unless otherwise defined in this Agreement, all capitalized terms have the meanings set forth in the Rules. The term “Entries” has the meaning provided in the Rules and also means and includes all data received from you that we use to prepare Entries.

You shall pay us the amount for each Credit Entry transmitted by us pursuant to this Cash Management Online Service Agreement at such time as we, in our discretion, may determine. At our discretion, we may require you to pay us the amount of Credit Entries or we may place a hold on the funds in the ACH Settlement Account in the amount of the Credit Entries before we accept your transfer instructions. You shall maintain a balance of collected funds in the ACH Settlement Account sufficient to cover your payment obligations, including all Credit Entries transmitted, under this Cash Management Online Service Agreement. In the event there are not sufficient collected funds in the ACH Settlement Account to cover your obligations under this Cash Management Online Service Agreement, you agree that we may immediately discontinue the ACH Services and that we may debit any account maintained by you with us or any of our affiliates and that we may set off against any amount we owe to you in order to obtain payment of your obligations under this Cash Management Online Service Agreement.

We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from you) or those of any other person, except our Sending Point, including, without limitation, your agents, service bureau, the ACH Operator, any Federal Reserve Bank, any Receiver or Receiving Depository Financial Institution (including, without limitation, the return of an Entry by such Receiver or Receiving Depository Financial Institution). You shall indemnify us against and hold us harmless from all claims, demands, losses, liabilities or expenses (including attorney's fees and expenses) resulting from or arising out of (a) any claim that we are responsible for any of the foregoing, (b) any breach of this Cash Management Online Service Agreement by you, (c) any breach of any of the representations or warranties made by you in this Cash Management Online Service Agreement, (d) the improper operation, mechanical failure or failure to properly service or maintain any personal computer(s) by you in connection with this service, (e) any misconduct or negligence of your officers, employees or agents in performing any of your duties or functions hereunder including, but not limited to, explicitly following the security procedures or exceeding the authority granted by you or disclosing or disseminating any proprietary information, (f) your failure to notify us in an accurate and timely manner of authorizations or withdrawal of such authorizations, instructions or other information required from time to time, or (g) the crediting or debiting of the amount of any Entry, including but not limited to any reversing or correcting Entry, to the account of any person or entity in accordance with your instructions. You agree to reimburse us for any fines and/or liabilities imposed against us for a violation of the Rules caused by your action or inaction.

Customer acknowledges that Bank policy requires the customer's use of “Dual Control” as an additional layer of security for payment orders transmitted using the Cash Management online services system. With dual control, a secondary authorization is required by customer prior to releasing a payment order.

If customer rejects the use of dual control and/or other security procedures, customer must acknowledge this waiver for declining ACH transfer dual control, prior to initiating future ACH transfer payment orders through bank.

- 12. Remote Deposit Capture.** Cash Management Online Service also grants customers the ability to electronically convert and clear checks, which enables customers to convert checks to electronic items and transmit those items electronically for deposit and collection purposes into customers' Account(s) at the Bank (the “Services”).

Customer will maintain one or more Accounts at PCB Bank for the receipt of deposits of digitized images of Checks, in accordance with the Bank's Deposit Account Agreement and Disclosure.

Customer will be responsible for verifying Bank's receipt of Customer's transmission by verifying that deposits have been posted to Customer's account(s). The parties shall cooperate in investigating and remedying any unsuccessful or lost transmission.

Customer will store original Checks in a safe and secure environment for such time, as Customer deems necessary and advisable, but in no event fewer than 60 days, and no longer that 180 days after such Check has been digitized and processed. Customer shall take appropriate security measures to ensure that; a) only authorized personnel shall have access to original Checks, and b) that the information contained on such original Checks or on any corresponding Imaged Items are not disclosed to third parties. Customer will promptly (within 5 business days) provide any retained original Check information (or, if the original Check is no longer in existence, a sufficient copy of the front and back of the original Check) to Bank as requested to aid in or to facilitate investigations related to unusual transactions or poor quality transmissions, or to resolve disputes or any claim by third parties with respect to any Check. Customer will destroy by

shredding the original Checks after Customer's retention period has expired.

The Customer agrees to be responsible for any Checks they override and transmit to the Bank that failed the software's Image Quality Standards.

Customer will put controls in place to ensure that no Check transmitted to the Bank shall be deposited into any other Financial Institution, or deposited more than once with PCB Bank, or handled in any other matter that results or could result in funds being deposited more than once from the Account of the maker or Check writer. The Customer agrees to be responsible for all consequential damages resulting from lack of proper controls over transmitted or processed Checks and shall hold harmless and defend the Bank from any such claims.

Except as otherwise agreed by the parties, Customer will not use the Services to deposit or otherwise process 1) Non-cash Items, 2) items for which the Customer has not given value, or which the Customer knows or should know have been dishonored or are subject to a defense or collection, 3) items which the Customer knows or should know may or will be returned unpaid or for which funds are not available for payment or, 4) Substitute Checks, except those that have been returned to Customer for any reason. If Customer captures for processing a digital image of a previously truncated and reconverted Substitute Check returned to Customer by Bank, Customer will ensure that no information has been deleted or degraded from such Substitute Check as returned by Bank. If Customer captures for processing a digital image of any other previously truncated and reconverted Substitute Check, Customer shall ensure that such Substitute Check meets the requirements for legal equivalency under Regulation CC (Availability of Funds and Collection of Checks; 12 CFR part 229) and the identification of truncating and reconvert bank(s) (as such terms are defined in Regulation CC) are preserved.

Customer will abide by all Federal, State, and local laws, and any rules and regulations applicable to banking transactions.

Customer makes the following representations and warranties with respect to each Check processed by Customer hereunder and corresponding Electronic Item: a) The Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time the Check was converted to an Electronic Item, b) The Electronic Item contains all necessary endorsements for forward collection or return; and c) all encoding, transfer and presentment warranties otherwise made under applicable laws, regulations, and the Deposit Account Agreement and Disclosure, including without limitation all applicable warranties under Regulation CC, and under the UCC (Uniform Commercial Code) as if the Check were an "item" there under.

The Customer shall comply with deposit transmission limits set by Bank from time to time.

The Bank may at its sole discretion conduct an on-site inspection, at any time and from time to time, of the Customer's place of business to ensure compliance with the provisions of this Agreement. The Bank may request information on controls, procedures or processes related to use and operation of hardware and software including those related to check handling and user access. If such controls are deemed deficient the Bank may mandate the Customer to implement sufficient controls within a reasonable period of time to be agreed upon by both parties.

Customer will ensure that all Checks processed hereunder are validly endorsed to Customer. Customer shall be responsible for any duplicates of items submitted for processing through the Service, including without limitation Bank's time in researching and resolving any duplicate presentments or payments. Customer agrees to balance deposits transmitted during the previous business day and immediately notify Bank of any error discovered.

Customer agrees to maintain original paper Checks in a safe and secure container located in an area that restricts the possibility that they can be re-deposited.

Customer agrees to maintain acceptable quality, permanent and electronically accessible records of all transactions in accordance with published state and federal requirements and include check and deposit images, front and back, posting date, amount, serial number and routing and transit numbers, which records shall be made available to Bank or to those regulatory agencies having jurisdiction over Bank or Customer upon request.

13. **Positive Pay Service.** Account Reconciliation Service customers who participate in our Positive Pay Service can instruct us not to pay certain items presented against their accounts. If our Account Reconciliation reports of checks presented against your account matches the information you provide to us regarding the checks you have issued, you agree that we may treat the matching items as validly issued and properly payable, and that we may process such items for payment. If the information does not match, we will reject and return the non-matching items (unless you and we agree on another procedure).

- a. **Exceptions.** We assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, miscoded items, or checks lacking an encoded serial number. The Service does not apply to items that have been finally paid before the effective date of any listing or items that are not processed as part of the Account Reconciliation

Service.

- b. **Reliance on MICR Encoding**. We will not be obligated to verify signatures on any checks that match the information you provide. You understand and agree that we may compare your information on approved checks with information that is encoded on the items presented to us for payment. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. You agree that we may rely on such a process and that the process will be deemed an acceptable standard of care for this Service and your account. You understand that the Service may not identify counterfeit or duplicate checks. As such, you agree to review promptly all statements, returned checks, reports and other check and transaction information we make available to you.
 - c. **Stale-Dated Checks**. We may pay stale-dated checks unless you place a stop payment order on such items or remove them from your list of checks approved for payment.
14. **Stop Payment Service**. You may request stop payment on a check by providing us with the correct account number and check number and amount of the check. If any of the necessary information is incomplete or incorrect, we will not be responsible for failing to process your stop payment request. It is your responsibility to determine if a check has been cleared before submitting a stop payment for that check. Although our stop payment service will make every effort to accommodate your request, we will have no liability for failing to do so. A stop payment order against a check or other item payable from your Account is effective for six (6) months. If stop payment service is not available online, please contact our customer service to request a stop payment through an alternative method.
15. **Amending/Canceling a Transaction**. Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You must submit a void request via email and must confirm the void request over the phone. Cash Management department can be emailed at support@mvpccb.com and they can be reached at **213-355-8833 at regular working hours**. We will make our effort to complete the void request but cannot guarantee to successfully carry out a void due to circumstances out of our control (i.e. transaction already processed, system unavailable, etc.) You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal, no later than the settlement date of the reversing entry.
16. **Our Rejection of Transactions**. We may refuse any transfer or payment instruction without cause or prior notice.
17. **Notice of Returned Payments or Transfers**. We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.
18. **Unauthorized Transactions**. We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and Bank have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you.

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.
19. **Transaction Limits and Safeguards**. You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.
20. **Security/Computer/Electronic Communications/Internet**. You agree that we may provide this Cash Management Online Service Agreement, amendments and other communications regarding Transactions electronically in a format that allows visual text to be displayed on your personal computer or other electronic equipment. If you send us e-mail, we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though your e-mail to us may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third-party networks or persons with access to the Internet. We recommend that you not send Account

data or other sensitive information to us by e-mail.

We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

Please keep the following security tips in mind for computers on which you or your sub users access Cash Management on:

- a. Keep current with security patches on your operating system and other software.
- b. Regularly scan for viruses, Trojans, and keyloggers.
- c. Be wary of e-mail scams such as Spoof emails. Spoof e-mails are e-mails that appear to have come from a legitimate company such as PCB Bank (i.e. accounts@mypcbcbank.com). Spoof emails may request sensitive account information. PCB Bank will not ask for sensitive information via email.
- d. Be wary of malicious and/or fictitious websites. These types of websites are usually found in a Spoof email.
- e. If available, use a firewall for additional protection
- f. If you suspect your Cash Management account has been compromised, change your password immediately.

21. **Cutoff Hours.** A number of our Services are subject to processing cutoff hours. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding holidays. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

22. **Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

We shall have no liability to you for any unauthorized transaction made using your Access Code that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We will not be responsible under any circumstances for special, indirect, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within the Statutes of Limitation as prescribed by law from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

23. **Indemnification.** You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, reasonable attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.
24. **Arbitration.** At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in accordance with the terms of your deposit agreement with us.
25. **Statements and Notices.** You agree that we will not notify you of any Transaction, except in any periodic statements we provide to you. On receipt of any periodic statement, either mailed or electronic, you agree to review it and to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time, not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first. If you fail to notify us within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to the address indicated below, unless another part of this Cash Management Online Service Agreement specifically permits or requires you to give notice another way:

PCB Bank, 3701 Wilshire Blvd., Suite 900, Los Angeles CA 90010.

Your notices will be effective when we receive them and have a reasonable opportunity to act on them. We will send written notice only to one owner on your Account. Sending written notice to a single address constitutes notice to all owners. Notice may be given at our discretion by mail, by e-mail or by revising this Cash Management Online Service Agreement and making it available in our branches. If a specific notice period or type of notice is required by applicable law, the notice will be made and will be binding in accordance with such law.

26. **Changes in Terms.** We reserve the right to amend the terms and conditions applicable to your use of the Services. Unless applicable law requires otherwise, all such amendments will be binding upon you immediately after we give you notice. Such notice may be given at our discretion by mail, by e-mail or by revising the terms and conditions in this Cash Management Online Service Agreement and making it available on our website. We also will mail you the most recent version of this Cash Management Online Service Agreement upon your written request.
27. **Your Records.** This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.
28. **Termination.** You or Bank may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) we have reason to believe that the confidentiality of your Security Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.
29. **Fighting Terrorism.** To help the government fight the funding of terrorism and money laundering, we need to get specified information from you about Transactions you make through the Services. We are required to do this by law and will do it in the least obtrusive way possible. You agree to provide us all information required by the Bank Secrecy Act,

the USA Patriot Act, OFAC (Office of Foreign Assets Control) Rules, or other laws, rules or regulations.

30. Miscellaneous Terms.

- a. **Agents.** You will not allow others to provide instructions to us (e.g., wires transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.
- b. **Amendments.** We may amend (add to, delete or change) the terms of this Agreement, the Service fees, and User Guides by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.
- c. **California Law.** This Agreement will be governed by and construed in accordance with the laws of the state of California, without reference to California's conflict of law provisions.
- d. **Compliance with Laws.** You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.
- e. **Entire Agreement.** This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services.
- f. **Financial Review.** You agree to provide us with a financial statement or information on your financial condition upon our request.
- g. **Monitoring of Communications.** You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications in connection with the Services at any time, without further notice to you or any party to the communication.
- h. **Assignment.** We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.
- i. **No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.
- j. **No Third Party Use.** Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.
- k. **Overdrafts.** When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.
- l. **Security Interest.** You grant us a security interest in your Bank accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.
- m. **Validity.** If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.
- n. **Waivers.** Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

If you have read, understood and agree to all of the terms and conditions of PCB Bank's Cash Management Online Services Agreement, please fill out the information below.

Administrator Assignment:

The person named below as Customer's Administrator, acting alone, is hereby authorized to act on the Customer's behalf in all matters relative to Customer's Multifactor Authentication, including but not limited to the right to: (1) establish additional users and Multifactor Authentication on the Customer's behalf, (2) terminate or cancel existing authorization, in whole or in part, (3) change the Customer's account(s) associated with Multifactor Authentication, (4) change the activity level of an account associated with Multifactor Authentication, (5) name additional persons who will have maintenance authority over Customer's Multifactor Authentication or (6) terminate the authority of any person with maintenance authority over Customer's Multifactor Authentication.

As the appropriate authorized representative, Customer acknowledges and agrees that the Administrator is solely responsible for maintaining the addition or deletion of any users of the Internet Cash Management site with their own unique log on and pass codes. Customer is responsible for informing its Administrator that he or she is prohibited from sharing the administrator multifactor authentication with anyone. If Customer believes or suspects that any Administrator password information has been known or accessed by unauthorized persons, Customer agrees to notify the Bank immediately. Customer is solely responsible for taking care to safeguard its pass code(s) from risk of misuse or theft.

At the request of Customer, the following individual has been designated by the Customer as the Administrator. Changes to the named Administrator must be issued by Customer in writing by an officer authorized to make such change on Customer's behalf.

Name: _____ Title: _____
Phone: _____ E-mail Address: _____
Secondary E-Mail: _____

CUSTOMER: _____ EIN: _____
ADDRESS: _____ City: _____ State: _____ Zip: _____

The undersigned, hereby certifies that he or she is Customer's _____ (title) (unless otherwise designated, Secretary) and has the full authority to make enter into this Agreement on behalf of Customer, to act and to bind Customer, pursuant to his or her authority duly adopted by the Board of Directors (if a corporation), partners (if a partnership), customers/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of Customer.

Authorized Signer's Name & Title Signature Date

Authorized Signer's Name & Title Signature Date

Authorized Signer's Name & Title Signature Date

Authorized Signer's Name & Title Signature Date

By initialing _____, I hereby acknowledge and confirm that I have received copy of this agreement.

Check this box if Customer desires to view additional owned entities from this online cash management set up. (If so, a separate addendum is required.)

PCB Bank

Completed by Signature

Printed Name

Date