

Business Banking Services Agreement

Effective February 19, 2020

I. Scope and Acceptance

In this Agreement, “Luther Burbank Savings”, “LBS”, “the Bank”, “we”, “us” and “our” mean Luther Burbank Savings. “The Customer”, “you” and “your” mean each and every owner of the account and each and every other person with authority to withdraw funds from the account or otherwise operate the account.

The Bank shall provide to the Customer on an “AS IS/AS AVAILABLE” basis the Services selected by the Customer, which may include Business Online Banking, Business Mobile Banking, Bill Pay, Stop Payment, Check Images, Automated Clearing House (ACH) Services, Wire Transfer Services, Remote Deposit Capture, eStatements, Positive Pay, Any other internet-based products or services that LBS offers now or later. New services may be introduced from time to time. LBS will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by this Agreement and any other terms and conditions made available to you concerning the added products or services.

Upon application and approval of the services you selected, the Bank will make every effort to set up selected services quickly. Some services will require credit review which will involve a longer set up time and may require submission of personal and business information before a service can be approved and opened. Your Account Relationship Manager will advise you of the estimated availability of requested services along with notification when the selected services become available.

CONTACT INFORMATION. If you desire to discontinue any Service, or if you desire to add, or amend any Service, you must notify the Bank and the Bank will process the request and notify you when requested changes have been made. You may contact Customer Service by the following methods:

Phone: 888-578-4495 during Banking hours (Monday – Friday, 9:00 AM – 5:00 PM PT)

Write to us: Luther Burbank Savings, Attn: Central Operations, PO Box 1783, Santa Rosa CA 95402

For any other questions or comments, you may also email us at businessbanking@lbsavings.com. When emailing, please do not include any sensitive information such as account number, PIN, password, or Online ID.

All Services are provided under the terms and conditions set forth in this Agreement, and, to the extent applicable, the other Account Documents. The Bank reserves the right to limit the amount of an individual transfer or payment and the total amount of transfers and payments made each day. The Bank may from time to time add to or change the types and scope of Services included under this Agreement without prior notice to the Customer. You agree to be bound by the terms of this Agreement as amended from time to time.

WHEN YOU AGREE, YOU ARE ACKNOWLEDGING YOUR RECEIPT AND UNDERSTANDING OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS SPECIFIC TO EACH OF THE SERVICES. EACH TIME YOU LOGIN TO, ACCESS, OR UTILIZE ANY OF THE SERVICES, OR AUTHORIZE OTHERS TO USE THEM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND EACH OF THE APPLICABLE CONTRACTUAL TERMS THEN IN EFFECT, AND YOU REAFFIRM YOUR ACCEPTANCE OF EACH OF THOSE TERMS, INCLUDING BUT NOT LIMITED TO THE BINDING ARBITRATION PROVISION.

WHEN YOU AGREE, YOU ARE AGREEING THAT ANY CONTRACT YOU ENTER INTO WITH LBS FOR THE PROVISION OF THE SERVICES MAY BE IN ELECTRONIC FORM AND THAT CERTAIN INFORMATION THAT MAY BE DELIVERED IN CONNECTION WITH THE SERVICES MAY ALSO BE IN ELECTRONIC FORM. ALL COMMUNICATIONS FROM LBS TO YOU IN EITHER ELECTRONIC OR PAPER FORMAT WILL BE CONSIDERED TO BE “IN WRITING.” WHILE YOU MAY PRINT AND RETAIN A COPY OF THIS AGREEMENT OR ANY OTHER INFORMATION PROVIDED TO YOU IN RELATION TO THE SERVICES, WE ONLY PROVIDE THESE DOCUMENTS ELECTRONICALLY.

WHEN YOU AGREE, YOU ALSO REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE ENTIRETY OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, DO NOT CONTINUE WITH ACCOUNT SET UP OR ACCESS ANY SERVICES.

II. Definitions

For purposes of this Agreement, the following terms shall have the meanings assigned to them in this Section II. Other terms used but not defined in this Agreement have the meanings given to them contained in the other Account Documents, including the Terms and Conditions for deposit accounts.

“Account” means each of the deposit accounts actively maintained by the Customer with the Bank which are eligible and designated for the Services. Eligible Accounts include the business deposit account types designated by the Bank from time to time as eligible for the Services. The Bank reserves the right to restrict or disqualify any Account of the Customer from eligibility for the Services described in this Agreement.

“Account Documents” means this Agreement, including the schedules and exhibits, and, to the extent applicable, the Bank’s (i) Business Online Banking and Cash Management Service Application, (ii) the Terms and Conditions for deposit accounts, (iii) other agreements, forms, brochures, schedules, services, prices and documents given at the time of opening or otherwise relating to any Accounts, and (iv) any amendments or additions to any of the foregoing that the Bank issues from time to time.

“ACH” means the Automated Clearing House, which is the electronic network used by member institutions to process ACH financial transactions between banks in the US.

“Administrator” means any person designated by the Customer as an authorized administrator responsible for designating and establishing Authorized Users according to the Security Procedures.

“Authorized User” means any person designated by the Customer as an authorized representative of the Customer or authorized by the Customer (by course of dealing or otherwise) to act on behalf of the Customer for transactions with respect to an account.

“Available Funds” means funds from a deposit which become available in accordance with the Bank’s Funds Availability Schedule, as amended from time to time.

“MICR” means magnetic ink character recognition.

“The Bank Security Procedures” means those security procedures to be undertaken by the Bank described on Schedule B to safeguard access to an Account and the confidentiality of the Customer Account information.

“Business Days” means weekdays, excluding Saturdays, Sundays, and federal holidays.

“The Customer Internal Security Procedures” means those Security Procedures to be used by the Customer to maintain the confidentiality and the integrity of the Password and Code and access to the Account, including those measures described in Schedule B, and those described in the other Account Documents.

“Regular Banking Hours” mean 9:00 AM to 5:00 PM Pacific Time (“PT”) on every Business Day

“Passwords” and **“Codes”** mean password or a unique identification code (combination of Security Token key and PIN) established for the Customer, and each individual password or access code assigned to each Authorized User of an Account pursuant to procedures designated by the Bank.

“**Schedule**” means a written schedule provided by the Bank and incorporated within this Agreement, which governs the parties’ rights and obligations with respect to the Services described in the Schedule.

“**Secure Notifications and Communications**” means all notifications to the Customer and communications from the Bank containing sensitive and personal information. All secure notifications will be conducted via the Bank’s Secure Email portal. The Customer will receive instructions when logging into the Bank’s Secure Email portal for the first time. The Customer will receive an email each time a statement is made available as well as when specific account notices are made available.

“**Services**” means the Business Banking Services provided by the Bank in this Agreement and selected by the Customer through the account set up process.

III. General Terms

All terms listed in this section apply to each and all of the Services unless one or more of these terms conflict with any particular terms found in the Terms and Conditions below that are specific to one service. In that case, the Terms and Conditions specific to that service shall apply. All those terms not in conflict, between these general terms and the specific agreement, shall remain in full force and effect.

Deposit Accounts – The Customer shall establish and/or maintain one or more Accounts. Each Account shall be subject to the terms and conditions set forth herein and in the other Account Documents. The Customer shall, from time to time, fund each Account with a sufficient amount of cash and/or other immediately Available Funds to pay for (i) transfers from the Account, and (ii) fees and any other amounts due and owing to the Bank by the Customer and any affiliate or subsidiary of the Customer. Most cash management services will require the Customer to maintain a checking account.

Security Procedures – The Bank offers certain security procedures for the Bank’s Business Banking Services Customers. The Bank Security Procedures include use of Passwords and Codes to gain access to the Bank’s Services through the Internet, and the other Security Procedures applicable to the Customer set forth in Schedule B attached hereto. The Bank may, but is not required to and cannot be held accountable for failure to maintain and implement other Security Procedures. The Bank shall have no responsibility for ensuring compliance with the procedures developed by the Customer for protecting the confidentiality of its Passwords and Codes. The Bank is not responsible for losses resulting from performing any transactions entered under the Passwords and Codes, whether or not the person actually entering such transactions is authorized by the Customer to perform such transactions or the transactions exceed the authority or violate duties the Customer entrusts to such person. The Bank reserves the right to amend or add to the Security Procedures from time to time.

The Bank strongly suggests using a dedicated computer for business online banking purposes only to help mitigate the risk of corporate account takeover. The Customer shall take extra care to review website error messages and immediately contact the Bank when such messages are received. The Customer shall comply with the Customer Internal Security Procedures requirements described in Schedule B attached hereto and those applicable to the Customer under any other Account Documents. The Bank is not responsible for verifying through any Security Procedure the authorization and authenticity of any transactions transmitted to it by any Authorized User or Administrator.

If the Bank is unable to verify an instruction to the Bank’s satisfaction, the Bank may reject the instruction. The Bank has the right to assume that any transaction transmitted by an Authorized User or Administrator of the Customer and received by the Bank, which transaction is purported to have been transmitted or authorized by the Customer, is so transmitted or authorized. The Customer agrees that the Bank’s Security Procedures are commercially reasonable. The Customer will not hold the Bank responsible for any losses that could have been avoided or reduced had the Customer Internal Security Procedures been established and used by the Customer. The Customer acknowledges that the purpose of the Bank’ Security Procedures is for limiting access to the Customer’s Account(s) for the Bank’s Business Banking Services to parties having the Customer’s access codes and protocols, and is not to detect errors in the transmission or content of data or orders using the Services. Accordingly, the Bank is not liable for errors in transmission or content of data, messages or payment orders caused by Authorized Users or other persons accessing the Customer’s Account with the Customer’s Passwords and Codes.

The Customer is strictly responsible for (i) establishing and maintaining procedures to safeguard against unauthorized transmissions through Bank's Business Banking Services, (ii) ensuring that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, (iii) taking all necessary steps to maintain the confidentiality of the Security Procedures and any Passwords and Codes, security devices, and related instructions, and (iv) the risks associated with disclosure or unsupervised use of the Passwords and Codes and any security devices or procedures resulting in unauthorized use of the Services. The Bank's records and logging system shall be conclusive evidence with respect to any requests for Services and shall be binding upon the Customer.

In the event the Customer believes security may have been compromised, the Customer agrees to notify the Bank immediately, and confirm such notice in writing. After reasonable time to act upon an instruction of the Customer or, at any time, at the discretion of the Bank, the Bank may suspend or terminate some or all of the Services or remove the Customer, without prior notice to the Customer, from the Bank's Business Banking Services to prevent any suspected, threatened or continuing unauthorized transaction until the integrity of the system is confirmed. The Customer shall notify the Bank in writing when its security problem is corrected.

Customer Acknowledgement and Responsibility – The Customer acknowledges (i) the inherent risks and responsibilities associated with conducting business via the Internet; (ii) that it is responsible for maintaining all equipment required for its access to and use of the Services such as telephones, terminals, modems, routers, scanners and computers; (iii) that it is authorizing the Bank and its affiliates to allow access to its Accounts via the internet; and (iv) it is authorizing the Bank, and any third party on the Bank's behalf, to serve as agent in processing transaction instructions received from the Customer via the Internet and to post such transactions to the Customer designated Accounts.

The Customer agrees to use the equipment that is compatible with the Bank's programs, systems and equipment, which the Bank may change from time to time. The Customer must accurately describe transaction beneficiaries, and the beneficiary's financial institution in transfer and payment instructions. If the Customer describes any beneficiary or institution inconsistently by name and number, other institutions and the Bank 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.

The Customer shall be solely responsible for the timeliness, accuracy, and completeness of any instruction and information entered by it in connection with any transaction. The Customer is solely responsible for naming any Authorized User, specifying those Accounts and Services to which each Authorized User shall have access and monitoring capabilities. The Bank shall have no responsibility for maintaining any records regarding the identity of the Authorized User or of the Services to which each Authorized User has access.

Confidential Information – The Customer acknowledges and agrees that the Services provided online pursuant to this Agreement and any related agreements are valuable, confidential, and proprietary property and agrees not to transfer, distribute, copy, reverse compile, modify or alter any software or other proprietary information of the Bank. The Customer agrees to comply with the terms of any software license(s) provided to the Customer in connection with the Services.

Rejection of Requests – The Bank shall have the right, but not the obligation, to reject any request transmitted if the request is incomplete, ambiguous, or inaccurate in any respect, or if the request involves a transfer of funds from an Account in which there are insufficient Available Funds to cover the request. No course of dealing or conduct on any prior occasion or occasions shall give the Customer the right to expect or rely on the Bank honoring a request for a transfer of funds from an Account if the Account lacks sufficient Available Funds. Should the Bank, at its sole option, elect to honor a transfer request against insufficient Available Funds, the Customer agrees to pay the Bank immediately upon demand any overdraft amounts, together with any and all overdraft or NSF fees and charges that may be assessed against such Account in accordance with the Bank's then current Business Schedule of Fees.

Fees – In consideration for the Services, the Customer shall pay the Bank such fees as may be in effect from time to time as set forth in the Bank's Business Schedule of Fees. The Bank may debit any Account in the amount of any such fees, or if the Accounts do not contain sufficient Available Funds, any other account of the Customer at or with the Bank.

Exclusion of Warranties – EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED OR STATUTORY, CONCERNING USE OF THE SERVICES DESCRIBED HEREIN, INCLUDING THAT INTERNET ACCESS, THE BANK’S WEBSITE AND THE SERVICES WILL OPERATE OR BE PROVIDED UNINTERRUPTED OR ERROR FREE. THE BANK DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREIN WILL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. THE BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY LAW. THE CUSTOMER ASSUMES THE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. THE BANK DOES NOT WARRANT THAT THE BANK SECURITY PROCEDURES WILL PREVENT ALL MISTAKES, UNAUTHORIZED ACCESS OR USE OR FRAUD OR THAT ALL FEATURES OF THE BANK’S SECURITY PROCEDURES WILL ALWAYS BE EMPLOYED AND USED 24 HOURS A DAY, SEVEN DAYS A WEEK. THE CUSTOMER EXPRESSLY CONFIRMS THAT IT HAS NOT RELIED UPON ANY REPRESENTATION BY THE BANK NOT CONTAINED IN THIS AGREEMENT OR THE OTHER ACCOUNT DOCUMENTS AS A BASIS FOR ENTERING INTO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION (III. vii) SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

Compliance – The Customer shall comply with (and the Bank may report suspected violations of): (i) all applicable laws, regulations, rules and orders, including those dealing with money laundering, anti-terrorism measures and limitations imposed by the Office of Foreign Assets Control, (ii) the Account Documents, and (iii) all applicable automated clearing house and funds transfer network rules and regulations.

The Bank shall have no liability for any virus or similar problem that may develop now or in the future, which causes any harm to the Customer’s systems resulting from the use of the Services via the Internet. The provisions of this Section shall survive the termination of the Agreement.

Term – In General, this Agreement shall continue in full force and effect until this Agreement is terminated as provided herein.

Customer Termination of Services – The Customer may terminate the specified Services under this Agreement by giving the Bank advance notice as listed in Section I of the intent to terminate specified Services under the Agreement. Termination of Services will then take place following the Bank receipt of the notice or at such time as the Bank is able to suspend specified services.

Bank Termination of Services – The Bank reserves the right to terminate the Agreement or terminate or suspend any or all of the Services, at any time, for any reason, at the Bank’s discretion without providing advance notice of such termination to the Customer.

Rights and Duties Upon Termination – Upon termination of Services or the Agreement, the Customer shall cease using the Services, promptly return to the Bank any confidential information provided by or belonging to the Bank, continue to preserve the confidentiality of the Security Procedures, and pay to the Bank all sums due or owing to the Bank under or in connection with the Agreement. The termination of the Agreement shall not affect rights and obligations of the parties that have accrued or relate to Services rendered prior to such termination or which by their nature or are expressly stated to survive termination, including the limitations of liability and indemnities protecting the Bank under the Agreement and the other Account Documents.

Customer Information – The Customer shall (i) provide, or cause to be provided, to the Bank any information or documents, including the Customer’s financial statements, and (ii) execute, or cause to be executed, any document or instrument which the Bank reasonably deems necessary or appropriate to provide the Services or to determine the Customer’s continued eligibility for them. If any suspected, threatened or actual breach or noncompliance of Security Procedures occurs or any loss is incurred by or claim is made against the Bank, the Customer or a third party arising out of or pertaining to any of the Services or the Customer’s Account(s), the Bank shall have the right, but is under no obligation, to inspect and audit the Customer’s books and records, facilities, and Security Procedures, and interview the Customer’s personnel to determine the existence, extent, cause and other particulars in connection therewith. The Customer agrees to fully cooperate and preserve evidence and records of any event, loss or breach for the Bank’s review and inspection.

The Customer assumes the sole responsibility for providing the Bank with complete and accurate information in the form and format that the Bank requires (e.g., in connection with wire and ACH transfers). The Bank is not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by the Customer or the Customer's agents. The Bank shall, when providing the Services, be entitled to rely upon (i) the accuracy of information, data and authorizations received from the Customer or an Authorized Representative, and (ii) the authenticity of any request, information or representation purporting to be from, or signature, electronic signature, user identification or security code purporting to be that of the Customer or an Administrator or Authorized User.

The Customer authorizes the Bank to exchange or otherwise disclose information provided to the Bank when the Account was established or in connection with the Agreement and any related agreements as well as Account and transactional information with other financial institutions, law enforcement agencies, third party service providers, or other third parties. The Bank may share such information in situations necessary for the Bank to conduct its business and to protect against fraud or other financial loss. The Bank will not share Customer information for marketing purposes with other financial companies or non-affiliates.

The Customer agrees that each Account and the Services will be used only for business purposes and not for personal, family or household purposes.

Assignment and Delegation – The Bank may, at any time, assign the Agreement, in whole or in part, or delegate any of its functions hereunder to any affiliate, purchaser, successor, or subcontractor. The Customer may not sell, assign or transfer the Agreement, merge, consolidate or suffer a direct or indirect change in control of its controlling shareholders and continue with this Agreement without the Bank's prior written consent.

Amendment – The most current version of this Agreement as it appears on the Business Online site, including any amendments that we may make from time to time, constitutes the entire Agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Services. We may add or delete, or make any other changes to this Agreement at any time, including the addition, deletion, or change of any or all Services. You will be bound by these changes as soon as we make them. If an amendment results in increased costs or liability to you, decreases the type of electronic funds transfers available to you, or places stricter limitations on the frequency or dollar amounts of transfers, you will be notified at least 30 days before the effective date of the amendment. However, if an immediate change in terms or conditions is necessary to maintain or restore the security of an electronic funds transfer system or account or to comply with applicable law, we will provide written notice of the change to you on the next periodic statement or within 30 days, unless disclosure would jeopardize the security of the system or account.

Governing Law, Jurisdiction and Waiver of Jury Trial – Except to the extent that the Federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by California State law. Exclusive jurisdiction and venue for any claims made under this Agreement shall be within the state and federal courts located in Los Angeles County, California. **To the fullest extent permitted by applicable state and federal law, you and we each agree to waive the constitutional right to a trial before a jury. All disputes and controversies and claims arising out of this Agreement or the use of the Services will be resolved either through arbitration or in the courts.** This provision is a material inducement for the parties entering this Agreement.

No Agency Or Joint Venture Created – The Agreement shall not be deemed to constitute the parties as partners or joint venturers nor shall any party be deemed to be the agent of any other party.

Electronic Communications – By signing the Business Banking Services Agreement or using the Services, the Customer consents to electronic transmission of all information, communications and records. The Customer's consent will be effective until the Agreement is terminated. The Customer may revoke its consent by notifying the Bank as set forth in the Notice section. The Bank may provide to the Customer electronically information, communications and records, whether account statements, disclosures, reports or forms, including federal, state and local income tax forms or non-recurring communications, such as changes in terms and conditions, including changes in fees. The Customer consents to receiving

notifications that the applicable communication, notice or disclosure is available online. The Customer is responsible for ensuring that the Customer's email address provided to the Bank is current and correct.

Business Hours – The Services are available on an “AS IS/AS AVAILABLE” basis. The Bank does not guarantee provision of the Services to the Customer 24 hours a day, seven days a week under the Agreement. The Services may not be available at certain times due to system maintenance, release of new functionality, and circumstances beyond the Bank's control. The Bank may change, suspend, or terminate access to the Services at any time with or without notice. While the Bank may provide notice to the Customer prior to system unavailability for scheduled maintenance or upgrades, which may be electronically provided to the Customer, the Bank is under no obligation to do so. The current cut-off times for specific transactions are set forth in Schedule C.

Notice – Except as otherwise provided below or elsewhere in the Agreement, all notices and other communications by the Customer to the Bank and the Bank to the Customer relating to the Agreement shall be in writing.

Notices sent to the Customer shall be addressed to: The Customer's primary mailing address or email address as shown on the Bank's records at the time notice is sent.

Notices sent to the Bank shall be sent as defined in Section I of this Agreement.

Any notice or communication to the Customer will be effective on the earliest of the date it is actually received, or 5 days after it is mailed by first class mail. Any notice or communication to the Bank will be effective only when the Bank has actually received, and has had a reasonable time to act on, such notice or communication.

The Bank may also provide notices to the Customer by telephone, telecopy, computer or electronic transmission at the telephone number, email address or other location or number for the Customer as shown on the Bank's records. Any such notice or communication provided by computer or electronic transmission will be effective upon the Bank's transmission thereof to the Customer, and any such notice given by telephone will be effective upon the Customer's receipt thereof, including receipt through voicemail.

Notwithstanding the foregoing, any notice to the Bank by the Customer relating to a breach of Security Procedures, an unauthorized transaction, compromise of system integrity, loss of confidentiality of data, break down or interruption of Services, violation of law, or other event or circumstance giving rise to possible loss to the Customer, the Bank or third parties, shall be reported by the Customer to the Bank immediately, and in no event later than 24 hours after, the discovery thereof, by expedited means such as overnight courier, confirmed email, or telephone with a written notice to follow. If the Customer sends the Bank notice by email, the Bank might not receive or review it immediately. The Bank will have a reasonable time to act upon any email request or notice, and reserves the right to reject any transaction or request received by email. The Customer acknowledges that, even though email may be encrypted, the Bank cannot ensure that an email 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. As such, the Customer should not send account data or other sensitive information to the Bank by email.

Without limiting the foregoing, the Bank is entitled to rely on any notice, instruction or communication that it believes in good faith to be genuine or has been authorized or signed by the Customer's authorized representative or which has been sent in accordance with the Security Procedures. The Bank may, but is not obligated to, rely on all notices, instructions and other communications sent to the Bank via telecopy or electronic transmission as though they were sent in writing, but is not responsible for any notices it does not receive or recognize as coming from the Customer relating to the Agreement.

The Customer agrees that any required notice of a change to the terms of the Agreement may be posted to the Bank's website, sent to the Customer electronically by email, or mailed to the Customer at the Customer's address as reflected in the Bank's records.

Severability – If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

No Waiver – LBS' failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of LBS' right to subsequently enforce such provision or any other provision of this Agreement. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Section Headings – The headings of sections herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Entire Agreement – The Agreement, together with all related Schedules, the Cash Management Services Agreement, the other Account Documents and related terms and conditions, constitute the entire Agreement between the Customer and the Bank and supersedes all other prior communications and understandings between the Customer and the Bank with respect to the subject matter of the Agreement. In the event of any conflict between the Agreement and the other Account Documents, the terms of the Agreement shall control, except to the extent that the terms of the other Account Documents are more protective of the Bank with respect to the conduct or transaction in question.

IV. Restriction on Use

You agree not to use Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Money Service Businesses are not eligible to enroll and use these Services. Without limiting the foregoing, you agree that you will not use the Services or Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any service providers or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Luther Burbank Savings (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Luther Burbank Savings or any third-party service provider involved in the provision of these Services; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any service provider or copies or parodies the products or services of any service provider; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Luther Burbank Savings, any third-party service provider involved in providing these Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of the Services or the Software, the security of the Services or the Software, or other customers of the Services or the Software; or (d) otherwise abuse the Services or the Software.

V. Limitation of Liability

In no event shall the Bank be liable for the failure or delay in performing the Services or its other responsibilities under the terms of this Agreement or any Account Documents. Without limiting the generality of the foregoing, the Bank shall not be

liable to the Customer for failures, delays or errors occurring by reason of circumstances beyond the control of the Bank, including without limitation, failure of communication networks, hardware, system software or Internet Service Providers or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood, windstorms, or other catastrophes, acts of God, insurrection, war, terrorism, riots, failure of transportation, failure of vendors, communication or power supply interruptions, or malfunction of or unavoidable difficulties with system hardware or software, hackers, vandals and law breakers. If, for any reason, the Bank is adjudged liable to the Customer under this Agreement, the Account Documents, in connection with the Services or the Account or otherwise, the amount of damages recoverable by the Customer shall not exceed the payments made by the Customer for the Services in the month prior to the occurrence of such damage or loss. IN NO EVENT SHALL THE BANK BE LIABLE FOR LOST PROFITS, ATTORNEY'S FEES, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FORESEEABLE OR NON-FORESEEABLE, WHICH MAY ARISE IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE BANK'S CONDUCT OR RESPONSIBILITIES, EVEN IF THE CUSTOMER ADVISES THE BANK OF THE POSSIBILITY OF SUCH DAMAGES.

VI. Indemnification

The Customer shall indemnify and hold harmless the Bank and its officers, directors, employees, agents and affiliates from and against any and all losses, claims, injuries, liabilities, costs, penalties, damages, expenses or other harm or injury which they may incur or suffer or which may be asserted by any person or entity, including reasonable attorney's fees and court costs (the "Losses"), arising out of (i) any failure by the customer to observe or perform any covenant of or duty under this Agreement, the Account Documents or any other wrongdoing or failure of the Customer, including the Customer's failure to observe or maintain the Customer Internal Security Procedures, (ii) any wrongful act or violation of any law, regulation or agreement by the Customer or any employee, agent, affiliate or subsidiary of the Customer in connection with any Service provided by the Bank, or (iii) any action taken or omitted to be taken by the Bank in reliance upon information or instructions provided to the Bank by the Customer or any affiliate or subsidiary of the Customer or by anyone using the Customer's Passwords and Codes. The provisions of this Section shall survive the termination of the Agreement.

VII. Arbitration

Except as expressly provided herein, you and we agree that either party may elect to resolve by **BINDING ARBITRATION** any controversy, claim, counterclaim, dispute or disagreement between you and us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement. Claim has the broadest possible meaning and includes any claim arising out of or relating to this Agreement or the use of the Services. If either party elects to arbitrate, the Claim shall be settled by **BINDING ARBITRATION** under the Federal Arbitration Act. The arbitration shall be administered by JAMS pursuant to its rules and procedures in effect at the time the demand for arbitration is filed. In the event of a conflict between the arbitration rules and this Agreement, this Agreement shall control. All statute of limitations, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties within the state of California. The arbitrator shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration. In rendering an award, the arbitrator shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitrator shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law. With respect to the cost of arbitration, when you initiate arbitration against us, the only fee required to be paid by you is \$250. We will bear all other arbitration costs, including the remaining JAMS Case Management Fee and all professional fees for the arbitrator's services, but not including your attorney's fees.

The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with applicable law. Judgment on the arbitration award may be entered in any court having jurisdiction.

Each party also has the option of filing an action in small claims court in California, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed or appealed to a different court we then have the right to demand arbitration of the Claim.

No claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration.

VIII. Third Parties

LBS contracts with, utilizes the services of, or is regulated by a number of third parties who are important to LBS providing the Services. Unless otherwise specifically stated in a written agreement with you, you acknowledge the role of each of these third parties, and release LBS from any and all claims that may arise from the actions or inactions of any of these third parties.

IX. Privacy Policy

A copy of LBS' Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request. You can also access our Policy online by clicking on the Privacy Policy link on our website at <http://www.lutherburbanksavings.com/>. By agreeing to these terms and conditions, you authorize the collection, use, and disclosure of personal information by LBS as provided under the Consumer Privacy Policy.

X. Inspections Rights

Customer shall permit the Bank and its authorized representatives to visit and to audit Customer's compliance with this Agreement, applicable law, and any applicable rules governing the Services, and as often as the Bank may reasonably request; provided, however, that the Bank will give Customer reasonable notice prior to any visitation, inspection or audit. Such visitation, inspection or audit of locations includes, but is not limited to, periodic site visits of locations that utilize RDC Services (including those locations where RDC scanners may be located).

SCHEDULE A – CASH MANAGEMENT SERVICES

A. Business Online Banking

To access Business Online Banking, authorized users can sign in through our website at www.lutherburbanksavings.com from designated computers established for business use. You will be able to perform applicable transactions that have been authorized by your Administrator. This Agreement describes your rights and obligations as a user of Business Online Banking and other related services made available online by LBS, including without limitation Online Bill Payment Service. It also describes the rights and obligations of LBS. Please read this Agreement carefully. You must abide by this Agreement, and the terms and conditions provided to you at account opening in order to use Business Online Banking. If you do not agree to these terms, do not access or use Business Online Banking.

ACKNOWLEDGEMENT OF COMMERCIALY REASONABLE SECURITY PROCEDURES. By using Online Banking and Mobile Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use and we have had a reasonable opportunity to act on such notice.

ACCESS TO SERVICES. LBS will provide instructions describing how to use Business Online Banking. To gain access to these Services, you will need either need a password or a Token . LBS offers two types of tokens, physical or soft tokens. You or any persons you have authorized to use Tokens will be able to perform applicable transactions as authorized by your Administrator.

Physical tokens will be issued by the Bank to your Administrator, who will be responsible to designate different levels of access for Authorized Users. Soft Tokens are available by using a third party downloadable app as instructed by the Bank. To use the downloadable app, the mobile device must have an operating system that supports application downloads and may require a data service plan. In addition, the mobile device must have a working camera to scan the codes to link to the Business Online Banking service. LBS is not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. We recommend that you review your contract with your mobile device carrier before enrolling in the service. The Soft Token service may not be available at any time for any reason outside of the reasonable control of Luther Burbank Savings or any service provider.

HOURS OF OPERATION. The Service(s) are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods. When this occurs the Service(s) will not be available.

BANKING TRANSACTIONS WITHIN BUSINESS ONLINE BANKING. The Online Account Information Services consist of:

Account Information – The Customer can view balance and transaction information through the same Business Day including a summary of Ledger Balance, Available Balance, Check Images, and details of Transaction History.

Copies of Posted Checks – The Customer can view the front and back images of items via the Internet. The Customer may print such images as required.

Book Transfer – The Customer can initiate transfers between accounts at the Bank for Accounts set up on the Bank’s Business Banking Service system. The Accounts must have sufficient Available Funds before the Bank will process a transfer request.

STATEMENTS. You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. You may opt to receive statements electronically.

LIMITATION OF LIABILITY. LBS limitation of liability shall be as expressly set forth in Section V. Under no circumstances will LBS be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable.

By consenting to use the Services, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

Any information you receive from LBS is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. LBS is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made using this information.

ALERTS. Your enrollment in Luther Burbank Savings Online Banking and/or Business Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Luther Burbank Savings account(s). Alerts are provided within the following categories:

Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within Luther Burbank Savings Online Banking and Manage Alerts within Luther Burbank Savings Business Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Luther Burbank Savings reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an email message; or (d) your Luther Burbank Savings Online Banking message in-box, by an email message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 48179 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Luther Burbank Savings Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 48179. In case of questions please contact customer service at 888-578-4495. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Luther Burbank Savings provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Luther Burbank Savings's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Luther Burbank Savings, its directors, officers, employees, agents, and service providers liable for losses or

damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

ONLINE STOP PAYMENT SERVICES. The Bank agrees to enter a stop payment for checks if the Customer properly and timely executes a stop payment request through the Internet under the terms and procedures of this Agreement.

Prior to requesting a stop payment through the Internet, the Customer must first verify that the item has not already been posted to its Account. The Bank will acknowledge its receipt of a proper stop payment request by an appropriate response message and an email confirmation will be sent to the Company Administrator. No stop payment request is considered received by the Bank until the appropriate message response is displayed. The Customer is responsible for demonstrating that the appropriate response message has been displayed.

If an item has already been paid prior to the Bank's acceptance of and ability to act on the Customer's stop payment request, then the Bank need not further attempt to stop or reverse payment and shall not be liable for any loss incurred by the Customer arising from the event, even though the Bank received or acknowledged receipt or acceptance of the stop payment request prior to payment of the item. In some cases, the Bank may, but is not required, to process the stop payment request even though the item has been cashed or a similar stop payment request was previously entered.

B. Business Mobile Banking

You may choose to access Business Mobile Banking using an Internet-enabled mobile device. Business Mobile Banking is available either by using the downloadable app or by accessing Business Online Banking through the web browser of your mobile/tablet device. To use the LBS's downloadable app, the mobile device must have an operating system that supports application downloads and may require a data service plan. Download the LBS app from the Google Play or Apple Stores. To use the mobile browser service, the mobile device must have a compatible internet browser and may require a data service plan or a wireless internet connection. You or any persons you have authorized to use your Business Mobile Banking Service will be able to perform applicable transactions as authorized by your Administrator. LBS is not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. We recommend that you review your contract with your mobile device carrier before enrolling in the service. Business Mobile Banking and any software you may obtain from Business Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Luther Burbank Savings or any service provider.

PRIVACY AND USER INFORMATION. You acknowledge that in connection with your use of Business Mobile Banking, Luther Burbank Savings and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Luther Burbank Savings and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Business Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Luther Burbank Savings and its affiliates and service providers also reserve the right to monitor use of Business Mobile Banking and the Software for purposes of verifying

compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

USE OF GOOGLE MAPS. You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://maps.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

TOUCH ID™/FACE ID™ (“TOUCH ID”) FOR MOBILE BANKING. Touch ID is an optional biometric authentication method that utilizes fingerprint sign-in and facial recognition methods for Luther Burbank Savings Business Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner or facial light scanner using the devices camera. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID (or Face ID) & Passcode" on your Apple device to complete the setup (for more help with fingerprint or facial scanning, contact Apple support at apple.com/support). Fingerprint and facial information are stored on your device only and Luther Burbank Savings never sees or stores your fingerprint or facial information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint or facial scan stored on your device access to your personal and payment account information within Luther Burbank Savings Business Mobile Banking. Luther Burbank Savings reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Business Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint or facial scan, you can sign in using your password. To use Touch ID for Business Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Luther Burbank Savings Business Mobile Banking.

Apple, Touch ID, and Face ID are trademarks of Apple Inc. Currently, fingerprint or facial recognition sign-in for Luther Burbank Savings Business Mobile Banking is only available on compatible iOS devices.

MOBILE DEPOSIT SERVICES. If you have a qualifying account type, you may request to be enrolled for this service. You may scan Checks using the mobile app that you have obtained in accordance with this Agreement and our specifications. You agree that the manner (e.g., Substitute Check, Image exchange, Automated Clearing House) in which we clear or present items for payment shall be determined by us, in our sole discretion. We reserve the right to select the clearing agents through which we clear Items. You agree to be bound by any clearing house agreements, operating circulars and image exchange agreements to which we are a party. Refer to the Funds Availability Schedule for information regarding holds that may be placed on deposited items. If you have been automatically enrolled in mobile deposit and wish to have this service discontinued, please contact us.

DAILY LIMITS. A daily deposit limit will be assigned to your Mobile Deposit Service based on your relationship with LBS and you will be notified of the limits before activation of service. If you exceed these limits, we may, in our sole discretion, either (i) Accept a deposited Check Image In excess of this limit, or (ii) Refuse to accept a Check Image that would cause you to exceed your limit or that is submitted to us when you have already exceeded the applicable limit. If you exceed your transaction limits, we also may terminate the Service without notice, except as such notice is required by law.

If we do at any time accept a Check Image for deposit when the Check Image would cause you to exceed your limits or when you have already exceeded your limits, we will have no obligation to do so in the future. We may at any time in our discretion raise or lower your daily and individual limits without notice to you, except as required by law.

RECEIPT OF CHECK IMAGES. You agree that your scanning and transmitting of Check Images does not constitute receipt by us. Items processed for deposit through the Service will be deemed to have been received by the Bank for deposit at the time the Items are actually received and accepted at the location where the Bank or its designated agent posts the credit to the designated LBS Account. A deposit of Items will be deemed to have been received and accepted by the Bank for deposit when all of the following have occurred: (i) The Bank has preliminarily verified that the image quality of the Check Images is acceptable to the Bank in its sole discretion, (ii) All Item information is complete, (iii) The deposit totals are balanced to the Item information provided for the deposit; and (iv) The Bank has successfully performed all further validation routines with respect to the deposit as deemed appropriate by the Bank in its sole discretion.

Generally, Check Images scanned and transmitted before Cut-Off Time (Schedule C) will be received by us on that day. For purposes of determining when a Check Image has been received, our records shall be determinative. Acknowledgment of receipt does not constitute an acknowledgment by us that the transmission of a Check Image or Check Images does not contain errors. You agree that we may at any time, in our sole discretion, refuse to accept deposits of Check Images from you via the Service. In the event that the Service is interrupted or is otherwise unavailable, you may, at your option, deposit Checks or Substitute Checks using an alternative method such as in-person at one of our branches, or by mail. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of the inability of you to use the Service.

YOUR OBLIGATION. When you use Business Mobile Banking to access your accounts, you agree to all of the following. You represent that you are an Authorized User of the accounts and other financial information that may be accessed via Business Mobile Banking. You represent and agree that all information you provide to use in connection with Business Mobile Banking is accurate, current, and complete and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by SMS text message, electronic mail, or other methods, communications relating to Business Mobile Banking (with an opportunity to opt-out). You agree to use Business Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to prevent unauthorized users from storing fingerprint or facial scan information on your mobile device that will give such unauthorized user the ability to access your Business Mobile Banking with Touch ID, to check your statements and transactions regularly, to report any errors to us promptly by calling us, and to cancel immediately your participation in Business Mobile Banking if you observe any material errors in the Business Mobile Banking Services.

You represent that the mobile device number(s) provided to LBS is/are owned by you or is/are under your control and that any communication from and to the said device shall be with your knowledge and consent. You agree to inform LBS within two business days of any change in the mobile device number(s), loss or theft of your mobile device(s), the mobile device(s) being outside of your control and/or any other change that may affect the provision of Business Mobile Banking Services to you.

If you use any location-based feature for Business Mobile Banking, you agree that your geographic location and other personal information may be accessed and disclosed through Business Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Business Mobile Banking.

You agree that you will use the Mobile Deposit Service to deposit only Checks drawn on financial institutions with a valid United States Routing Number and denominated in U.S. dollars. You further agree that you will not remotely deposit any Check or other Items that are considered as Prohibited Check.

Prohibited check is defined as any check that (i) Is payable to any person or entity other than your business, (ii) Is prohibited by the Procedures or are in violation of any Rule, (iii) You know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (iv) Has not been previously endorsed by a bank and are either Substitute Checks or image replacement documents that purport to be Substitute Checks, without our prior written consent, (v) Is drawn on financial institutions that are located outside of the United States or Territories of the United States, (vi) Is a remotely created check (as defined in Regulation CC), or (vii) Is not acceptable to us for deposit into a deposit account as provided in the Account Agreement.

All other items must be deposited by alternative means such as in person or by mail. You agree to endorse checks in accordance with the provisions of the Account Agreement. Additionally, you agree to endorse checks with **“For Mobile Deposit at LBS Only”** prior to scanning and transmitting any Check Images by use of Mobile Deposit Services. LBS will refuse to accept any Check Image of a check that is not endorsed with **“For Mobile Deposit at LBS Only”**.

We will periodically report to you deposits made to your LBS Account(s) by means of the Services in a manner consistent with our reporting of other transactions concerning your LBS Account(s). You shall be responsible for auditing and balancing all of your LBS Accounts.

After you scan your Check and send us the Check Image, and once we receive your Check Image, we will send you an email to confirm our "Deposit Approved" receipt of your Check Image. As soon as you receive our "Deposit Approved" email notification, you should mark the Check as having been deposited and store the Check in a secure location until destroyed. After the deposit has been posted, you may destroy the Check, but you bear all risk with respect to the deposit of the Check and its destruction. The Procedures require that Original Checks should be retained for a minimum of ten calendar days, and should be destroyed on or before a maximum of 30 calendar days. When destroying an Original Check, you should use a method designed to ensure that the Check is no longer readable, such as by shredding.

You agree to retain all information relating to Check Images, including without limitation computerized information, for no less than ten calendar days. In the event of lost, mistaken, incomplete or unusable Check Images, or in the event of claims of fraud, alteration, counterfeit or otherwise, you agree to cooperate fully with us in providing information, including access to such records.

You grant us a security interest in all of your Accounts and deposits (whether general or special) at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.

Except as limited by law, you are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds and fraud losses associated with accessing the Service.

Except as limited by law, you assume exclusive responsibility for the consequences of any instructions given to us by you or on your behalf; for your failure to access the Service properly in a manner prescribed by us; and for your failure to supply accurate input information, including, without limitation, any information contained in or required by the Mobile Deposit Information Form.

If a Check Image is sent to us using your applicable Authentication Method, we may deem it as having been sent by you and you shall be liable under this Agreement and your Account Agreement for that Check Image even if you did not authorize the sending of that Check Image. We undertake no obligation to monitor transactions through the Service to determine that they are made by you or on your behalf. If LBS receives a Check Image which it reasonably believes to have been sent by you or on your behalf, you shall be liable under this Agreement and your Account Agreement for all liability arising from the Check Image and the deposit thereof, even if the Check Image was not sent by you or on your behalf, and regardless of whether or not the Check Image was sent by means of your applicable Authentication Method.

You will use the Service only as authorized for your business in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Service available or allow use of the Service by or for the benefit of any third party.

Each Check Image transmitted by you to us shall contain images of the front and the back of the Checks scanned and remotely deposited by you. Each Check Image shall be of such quality that the amount of the Check, the payee of the Check, the signature of the drawer of the Check, the date of the Check, the Check number, the information identifying the drawer and the Payer Financial Institution that is preprinted on the Check, including the MICR Line, and all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check, can be clearly read and understood by sight review of such Check Image. Each Check Image shall also meet all applicable standards for image quality established by an applicable Regulatory Authority.

You agree to comply with all applicable Procedures used or required by us for processing of transactions. You further agree to comply with, and be bound by, all applicable rules.

We may from time to time request information from you in order to evaluate a continuation of the Service to be provided by us hereunder and/or an adjustment of any limits set by this Agreement. You agree to provide the requested financial information promptly upon our request, in the form required by us. You authorize us to investigate or reinvestigate at any time any information you provide in connection with this Agreement or the Service and to request reports from credit bureaus and reporting agencies for such purpose. If you refuse to provide the requested financial information, or if we believe, in our sole discretion, that your use of the Service creates an unacceptable level of risk, we may terminate the Service according to the provisions hereof.

C. eStatements

CONSENT TO ELECTRONIC DELIVERY OF STATEMENTS. You agree to permit LBS to make disclosures and provide notices to you in electronic form, instead of providing such notices and disclosures in written form.

Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time.

Other Federal and State laws and regulations may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your election also authorized us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these laws after they become effective.

You have the right to receive printed Account statements mailed to your mailing address of record. By entering into this Agreement, you understand that the Bank will cease providing you with printed statements in the mail, and that all future account statements will be maintained on a website that you may access to obtain, review, print and otherwise copy/download your periodic statements. We will send a notice to you advising you of the availability of your eStatement when they are ready. You may then access your statement by logging into Business Online. You agree to notify us immediately of any change in your email address. It is your responsibility to review all accounts statements regularly and report any errors immediately to us by calling us.

You understand that if you decide in the future that you would like to receive printed statements in the mail instead of receiving eStatements electronically, you agree to notify the Bank in person or notify LBS Customer Service.

SECURITY. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your LBS accounts as soon as you receive/access it. Access to eStatements requires secure authentication. Data transferred via eStatement is not encrypted once saved to your personal computer. You acknowledge that the Internet is inherently insecure and that all data transfers, including email, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or email transmitted to and from us, will not be monitored or read by others.

PERIODIC STATEMENTS. For each account enrolled to receive eStatements, you will not receive a separate printed and mailed statement. Your eStatement will be dated the day of the email notifying you of the availability of your eStatement (the "Email Date"). You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement and Disclosure of any error, unauthorized signature, lack of signature, alteration, or other irregularity. If you allow someone else to access/review your statement, you are still fully responsible to access/review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other

irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the Email Date regardless of when you receive and/or open the eStatement.

If you need to obtain a printed copy of a statement that has not been mailed to you because you have enrolled to receive eStatements instead, please call LBS Customer Service. LBS may charge a duplicate statement fee for providing this service. Review the bank's Business Schedule of Fees to determine this amount.

eSTATEMENT PROCEDURES. You will receive an email shortly after the end of each statement period (not all accounts generate monthly statements). You will need to log in to Business Online Banking to view your eStatement.

HARDWARE AND SOFTWARE REQUIREMENTS. We recommend using only the current version(s) that the internet browser provider supports. To access, download, and print eStatements, you need to have a personal computer with Internet and email access. You must also have the most current version of Adobe Acrobat Reader. To download a free copy of Adobe Acrobat Reader, please go to <http://www.adobe.com>.

D. Bill Pay

TERMS AND CONDITIONS OF THE BUSINESS BILL PAYMENT SERVICE

SERVICE DEFINITIONS

"Service" means the business bill payment service offered by Luther Burbank Savings through CheckFree Services Corporation.

"Agreement" means these terms and conditions of the business bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited. Transaction limitations apply to money market accounts.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING. The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

THE SERVICE GUARANTEE. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE. You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: (i) If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account; (ii) The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction; (iii) You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or, (iv) Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS. The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at 855-769-9084. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS. Payments to Billers outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS. Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made

by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

EXCLUSIONS OF WARRANTIES. THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 888-578-4495 during Customer Service hours. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in a fraudulent or unauthorized manner.

LIABILITY FOR UNAUTHORIZED TRANSFERS. LBS will have no liability to you for any unauthorized payment or transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

ERRORS AND QUESTIONS. In case of errors or questions about your transactions, you should as soon as possible notify us by calling 855-769-9084 during Customer Service hours.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations: (i) Where it is necessary for completing transactions; (ii) Where it is necessary for activating additional services; (iii) In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller; (iv) To a consumer reporting agency for research purposes only; (v) In order to comply with a governmental agency or court orders; or, (vi) If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS. In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that: (i) You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service; (ii) For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; (iii) You will reimburse the Service for any fees imposed by your financial institution as a result of the return; (iv) You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and, (v) The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS. This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

ADDRESS OR BANKING CHANGES. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service at 855-769-9084. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION. In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Customer Service via one of the following:

Telephone us at 888-578-4495 during Customer Service hours; and/or

Write us at: Luther Burbank Savings, Attn: Central Operations, PO Box 1783, Santa Rosa CA 95402

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

BILLER LIMITATION. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account

number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION. Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES. In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT. You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER. The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

E. ACH Services (Automated Clearing House Origination Services)

PURPOSE. These provisions govern the Customer's ability to initiate Credit and Debit Entries pursuant to the terms of the Business Banking Services Agreement and the rules of the National Automated Clearing House Association ("NACHA") through the Bank to accounts maintained at the Bank and other banks and financial institutions through the ACH Network and the Bank's willingness to act as an Originating Depository Financial Institution with respect to such Entries. The Customer understands that by using the Bank's ACH services the Customer agrees to the terms and conditions of these ACH provisions.

DEFINITIONS. Unless otherwise defined herein, all capitalized terms shall have the meanings assigned in Section 1 of the Business Banking Services Agreement or the operating rules (the "ACH Rules") established by NACHA, as applicable. The term "Entries" shall have the meaning provided in the ACH Rules and also shall mean and include any and all data received from the Customer hereunder which the Bank uses to prepare Entries.

Direct Deposit – The transfer of funds into a consumer's account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.

Direct Payment – Preauthorized payment is a Debit application. This includes recurring bills that do not vary in amount – insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.

TYPES OF ENTRIES. As used in this Schedule, the following are ACH Standard Entry Class Codes (SEC) permitted by the Bank:

CCD – Corporate Credit or Debit – Either a Credit or Debit where funds are either distributed or consolidated between corporate entities.

CTX – Corporate Trade Exchange – The transfer of funds (Debit or Credit) within a trading partner relationship in which payments related information is placed in multiple addenda records.

PPD – Prearranged Payment and Deposit

ACCEPTANCE OF ACH. The Customer agrees to comply with and be bound by the current ACH Rules in existence and as amended from time to time. The Customer’s obligations set forth in this Schedule and the Business Banking Services Agreement in no way limits the requirement of complying with the ACH Rules. Any fines or liabilities imposed against the Bank for a violation of the ACH Rules caused by an action and/or inaction of the Customer may be assessed against the Customer. If the Customer utilizes third-party vendor or processor, the Customer will take such measures as may be necessary to ensure compliance with the ACH Rules by such vendors and processors. Upon execution of this agreement you may obtain a copy of the NACHA rules at www.NACHA.org.

OTHER APPLICABLE LAWS. The Customer acknowledges that it will not generate transactions that violate the laws or regulations of the United States. This includes, but is not limited to, sanction laws administered by the Office of Foreign Assets Control (OFAC). It shall be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions.

UNDERWRITING. The Customer’s approval for use of ACH services will be subject to underwriting criteria as established by the Bank from time to time. The Bank will communicate the information that the Customer is required to provide. The Customer agrees to provide the Bank with such financial, business, and operating information as the Bank may reasonably request in connection the underwriting and approval process.

ACH TRANSACTION LIMITS. The Customer acknowledges that the Bank’s risk control procedures include a determination of ACH credit exposure limits for all ACH customers. ACH debit exposure limits are also established for customers approved by us for originating Debit Entries. These ACH exposure limits can include, but are not necessarily limited to: (i) total dollar value of individual ACH files transmitted to us; (ii) dollar value or number of individual ACH Entries within each file; (iii) frequency of origination of ACH files; and (iv) consideration of total exposure to us over multiple settlement dates related to all unsettled files originated by you. Customer agrees to comply with the exposure limits we establish for you from time to time. Customer understands and agrees that any file or file Entry received by us that would exceed any of the exposure limits established for you may, in our sole discretion, be delayed or rejected, and we will have no liability to you for any damages or losses you may incur arising from our election to delay or reject such files or Entries.

FORMAT AND REQUIREMENTS OF ENTRY REQUESTS. The Customer agrees to abide by the Bank’s procedures and deadlines for originating Entries, as the same may change from time to time. The Customer agrees to conform all Entries to the format content, and other specifications contained in the ACH Rules or provided by the Bank. The Bank may, but shall not be obligated to, accept and execute transfer instructions delivered by the Customer or its agents in a mutually agreeable format through the ACH. The Bank shall execute such instructions in accordance with the ACH Rules, the terms of this Schedule, and the Bank’s procedures, including its security procedures. The Customer agrees to provide the Bank with such test files, information, prenotification files and actual payment files for processing as required under the ACH Rules, applicable laws and the Bank’s procedures.

BALANCED OR UNBALANCED ENTRY. The Bank shall notify the Customer whether Entries shall be in the form of balanced or unbalanced files. If the Bank requires a balanced file, the Bank shall control when and where offset Entries occur. If the Bank requires an unbalanced file, the Customer's Entry request shall contain only the originating items for that Entry without any corresponding offset or settlement transaction.

AUTHORIZATIONS. Prior to initiation of the first Debit or Credit Entry, the Customer agrees to obtain proper authorization, in accordance with the ACH Rules, from its employees and the customers permitting the initiation of Entries to its employees' and the customers' accounts at a Receiving Bank.

FORMAT OF AUTHORIZATION. An authorization agreement must be readily identifiable as either an ACH Credit or an ACH Debit authorization and shall clearly and conspicuously state the terms of the authorization so that the consumer or the Customer understands the authorization to which he or she is agreeing. All Debits to consumer accounts shall be authorized by the consumer in writing and shall be signed or similarly authenticated using a digital signature or other code. For Debit Entries, the Customer shall provide the consumer with evidence of the authorization and information regarding the manner in which authorization can be revoked. The Customer, upon request, shall present a copy of their customer's authorization to the Bank within three (3) Business Days. The Customer shall retain the signed or authenticated authorization for a period of six (6) calendar years following the termination or revocation of the authorization. The Customer will initiate no Entry after the termination or revocation of a consumer's authorization.

Standard Entry Class (SEC) CODES. The following table displays the proper SEC Codes to be used depending on the method the Customer used to obtain authorization to debit or credit an individual or business account:

SEC Code	Debit/Credit	Authorization Method
PPD	Debit or Credit	Document signed by individual or similarly authenticated
CCD, CTX	Debit or Credit	Document signed or verbal agreement by the Customer*

*All transactions from a business account must be CCD or CTX

Customer shall not initiate any TEL or WEB Entries without the Bank's prior approval. If approved by the Bank, the Customer will follow the current NACHA Rules for originating TEL and WEB Entries.

ADDITIONAL CUSTOMER WARRANTIES FOR SELECTED SEC CODES. NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Customer hereby warrants to the Bank that for each such ACH Entry submitted for processing, Customer has obtained all authorizations from the Receiver as required by the NACHA Rules, by Regulation E or other applicable law, and this Agreement.

INTERNATIONAL ACH TRANSACTIONS (IAT). The Bank does not allow origination of an IAT.

RE-PRESENTED CHECK ENTRIES (RCK). The Bank does not allow origination of a RCK.

PRENOTIFICATIONS. The Customers choosing to originate non-dollar prenotification Entries to verify the accuracy of routing and account numbers agree not to initiate live dollar Entries for at least six (6) Business Days following the settlement date of the prenotification Entry. All prenotification Entries shall be provided to the Bank in the format provided in the ACH Rules. The Customer is responsible for correcting errors in rejected or returned prenotifications prior to transmitting further Entries to the routing and accounting numbers listed in rejection/return notices.

NOTIFICATION OF CHANGE. The Bank will notify the Customer of all Notifications of Changes (NOC) received by the Bank related to Entries transmitted by the Customer no later than three (3) Business Days after the settlement date of the NOC. The Customer agrees to make the changes submitted within six (6) Business Days of the receipt of the NOC information prior to its next "live" ACH transmission to the Bank. If the Customer determines that the NOC is incorrect, the Customer shall generate a Refused NOC notice and deliver such notice to Luther Burbank Savings.

TRANSMISSION OF CREDIT AND DEBIT ENTRIES. The Bank will initiate properly authorized and completed ACH Credit and Debit Entries, subject to funds availability, on the later of the second Business Day or a future requested Business Day provided the requests are received prior to the posted Cut-Off Times and are in compliance with the Bank's provisions and other specifications contained in the ACH Rules. The Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions.

CREDIT ENTRIES. In accordance with the ACH Rules, the Bank shall not be obligated to provide a separate notice to the Customer of the Bank's acceptance of credit transfer instructions designating the Customer as beneficiary. Notice of such acceptance will be provided as part of the Customer's periodic account statement. The Customer agrees to notify the Bank promptly of any discrepancy between the Customer's records and the information displayed on any such periodic statement. The Bank shall not be liable for any losses, including loss of interest with respect to an Entry, resulting from the Customer's failure to notify the Bank of any such discrepancy immediately upon the receipt of a periodic statement containing such information. The Customer is precluded from asserting any discrepancy against the Bank where the Customer failed to notify the Bank of the discrepancy immediately upon receipt of the periodic statement containing the discrepancy.

DATA RETENTION FOR REMAKING OF ENTRIES. The Customer shall retain data on file adequate to permit remaking of Entries for one (1) calendar year following the Effective Entry Date and shall provide such data to the Bank upon its request. In addition to its obligation in the ACH Rules regarding the retention of certain Debit Entry authorization agreements, the Customer agrees to retain a copy of each such authorization agreement for the period specified in the ACH Rules and will permit the Bank to examine such authorization agreements at such time or times as the Bank may reasonably request and will furnish to the Bank a copy of any such authorization agreement upon request.

PREFUNDING. The Bank requires the Customer to irrevocably make available to Bank, in actually and finally collected funds, the total amount of all ACH Credit originations two (2) Business Days prior to the time the Bank processes Entries (to "Prefund"). The Customer may Prefund its Credit originations by maintaining a sufficient balance of actually and finally collected funds in its Account. The Customer authorizes the Bank, prior to processing Credit Entries, to deduct from the Customer's Account the amount needed to Prefund ACH Credits.

EFFECT OF FAILURE TO PREFUND. The Customer's failure or refusal to Prefund the full amounts of its ACH Credits in a cycle will result in the Bank, at its sole discretion, refusing to process non-Prefunded items.

BANK'S OBLIGATION REGARDING PREFUNDED ENTRIES. When the Customer Prefunds its ACH Credits, the Customer's obligation to settle in respect to the Prefunded ACH Credit items up to the amount of the Prefunding shall be automatically satisfied and discharged and replaced by an irrevocable obligation of the Bank to settle the Prefunded items on the settlement date.

CANCELLATION OR AMENDMENT OF ENTRIES. The Customer shall have no right to cancel or amend any Entry after receipt by the Bank. However, the Bank, consistent with the ACH Rules, will make reasonable efforts to correct or reverse an ACH Entry if the Bank receives the request in a reasonable time prior to release of the Entry to the ACH Network and the request contains all of the required information. The Bank may request that the Customer provide additional written confirmation. Should the Customer discover an erroneous Entry before 2:00 PM PT on the day the Entry is scheduled for processing, the Customer should contact the Bank. The Bank shall have no liability for its failure to effect a change or cancellation and the Customer agrees to indemnify and hold the Bank harmless from any and all claims, demands, liabilities, or expenses resulting directly or indirectly from the Bank's actions.

REVERSING ENTRIES. The Customer may initiate a reversing Entry or file of Entries for erroneous or duplicate transactions as permitted by the ACH Rules. In so doing, the Customer warrants that it has initiated the reversing Entries within five (5) Business Days of the Original Entry and within 24 hours of discovery of the error. The Customer 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 date of the reversing Entry. The Customer indemnifies all parties to the transaction(s) from and against any and all claim, demand, loss, liability, or expense related to the reversal of the Entry or Entries.

RETURNED ENTRIES. No later than one Business Day after receipt, the customer will receive notice electronically or by mail of a returned Debit Entry exceeding \$2,500 or a returned Credit Entry of any dollar amount. The Bank shall have no obligation to retransmit a returned Entry to the ACH Network. The Customer agrees to immediately provide sufficient available funds to indemnify the Bank against any Debit Entries returned after withdrawal of funds from Debit Entries made available to the Customer and any adjustments relating to any Debit Entry received by the Bank.

REJECTION OF ENTRIES. The Bank may reject any Entry or file of Entries, including on-us Entries, that do not comply with the requirements of the Business Banking Service Agreement and these ACH provisions. The Bank may reject any Entry or file of Entries if the Customer is not otherwise in compliance with the terms of the Agreement. The Bank shall notify the Customer of such rejection no later than the Business Day such Entry or file of Entries would otherwise have been transmitted by the Bank to the ACH Network or, in the case of an on-us Entry, its effective Entry date. It shall be the responsibility of the Customer to remake any Entries rejected by the Bank or the ACH Operator. The Bank shall have no obligation to transmit Entries if the Customer is in default of any obligations to the Bank.

NAME AND ACCOUNT NUMBER INCONSISTENCY. The Customer agrees that, if an Entry describes the receiver inconsistently by name and account number, payment of the Entry may be made, as provided in the ACH Rules, on the basis of the account number, even if it identifies a party different from the named receiver.

SETTLEMENT ACCOUNT. The Customer shall properly maintain a settlement account with the Bank, shall comply with the procedures and regulations governing these accounts, and shall pay any fees associated with the use or maintenance of these accounts. The Customer shall maintain such settlement account for the term of the Business Banking Services Agreement and until the period for Returned Entries has lapsed. Customer agrees that the Bank may set off against any eligible account with the amount you owe in order to obtain payment for your obligations under this agreement.

SUFFICIENT AVAILABLE FUNDS. The Customer shall maintain in its settlement account, as of the settlement date, immediately available funds sufficient to cover all Entries initiated by the Customer, unless the Customer has otherwise Prefunded such Entries.

AUTHORIZATION TO DEBIT. The Customer authorizes the Bank, without prior notice or demand, to debit its settlement account on the settlement date in the amount of each Entry and for any other amount payable under this Agreement.

AUTHORIZATION TO CREDIT. The Customer authorizes the Bank, without prior notice or demand, to credit the settlement account for any amounts payable to the Customer.

SETTLEMENT ON POSTING DATE. Settlement for Entries will be made to the Customer's account on the posting date, either by Crediting or Debiting the Customer's account for the total amount of readable Entries processed.

RESERVES. From time to time, the Bank shall evaluate the Customer's transaction activity for the purpose of establishing averages for transaction frequency, amount, and returns and adjustments. These evaluations may occur annually or may occur more frequently at the Bank's discretion. In connection with such evaluations, the Bank reserves the right to require the Customer to establish reserves with the Bank, as calculated by the Bank, to cover the Customer's obligations to the Bank arising from ACH activities. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by the Bank's periodic evaluations. The amount of reserves required by the Bank, if any, will be communicated directly to the Customer from time to time. The Customer agrees to establish reserves as required by the Bank within seven (7) Business Days after a notification from the Bank setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. The Bank may suspend ACH processing activity for the Customer if the Customer fails to establish the required amount of reserves within the time period specified by the Bank in its notice to the Customer.

AUDIT RIGHTS. Customer shall permit the Bank and its authorized representatives to visit and to audit Customer's compliance with the ACH Rules and as often as the Bank may reasonably request; provided, however, that the Bank will give Customer reasonable notice prior to any visitation, inspection or audit.

DEFINITIONS.

“In-Process Entries” means the aggregate dollar amount of all Credit or Debit Entries initiated by the Customer and in process on any date for which settlement has not occurred with respect to Credit Entries, or the applicable period for the return of items has not expired with respect to Debit Entries.

“Entry Settlement Limit” means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to the Customer by the Bank in writing from time to time.

If any of the foregoing actions are taken by the Bank with respect to a particular preauthorized Debit/Credit Entry, the Bank shall notify the Customer by emailing the Customer’s Company Administrator at the email address provided on the Business Banking Services Application, as promptly as practicable, but in no event later than two (2) Business Days after its decision.

CUSTOMER’S WARRANTIES. The Customer certifies to the Bank all warranties the Bank is deemed by the ACH Rules to make with respect to Entries originated by the Customer. Without limiting the foregoing, the Customer warrants and agrees that: (i) each Entry is accurate, timely, has been authorized by the party whose account will be Credited or Debited, and otherwise complies with the ACH Rules; (ii) each Debit Entry is for the sum which, on the settlement date with respect to the Entry will be owing to the Customer from the party whose account will be debited, is for a sum specified by such party to be paid to the Customer, or is a correction of a previously transmitted erroneous Credit Entry; and (iii) the Customer will comply with the terms of the Electronic Funds Transfer Act and Regulation E, if applicable, or Uniform Commercial Code Article 4A, if applicable, and shall otherwise perform its obligations under these provisions in accordance with all applicable laws and regulations.

For any WEB Entries and TEL Entries originated, the Customer certifies its compliance with all warranties made by the Bank pertaining to such Entries exchanged through the ACH Network.

The Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards.

The Customer shall indemnify the Bank against any loss, liability, or expense (including attorneys’ fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties.

SECURITY INTEREST. The Customer agrees to grant the Bank a security interest in all its property in the Bank’s possession to secure payment of the Customer’s obligations under these Provisions.

SECURITY PROCEDURES. The Customer shall designate Authorized Representatives to act on its behalf, all of whom shall have the authority to authorize all actions necessary in the preparation and generation of the Customer’s Entries. The Customer agrees that the Bank shall not be under a duty to inquire as to the authority or propriety of any instructions given to the Bank by the Customer or any of its employees. The Bank shall be entitled to rely upon all ACH instructions conveyed by the Customer or its employees.

The Bank shall be entitled to act upon the instructions of any person whom the Bank reasonably believes to be the Customer’s Authorized Representative, whether or not the Customer has authorized such instructions. The Bank shall not be liable for any loss, cost, expense, or other liability arising out of any such instructions.

The Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions 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 the Bank in connection with the ACH services.

TERMINATION. In addition to the other methods of termination in this Agreement, if the Bank believes, in its discretion, that Customer has violated the NACHA Rules or any applicable laws or has breached this Agreement, the Bank may terminate this Agreement without notice.

RIGHTS AND OBLIGATIONS NOT AFFECTED BY TERMINATION OF ACH ORIGINATION SERVICES. Any termination of ACH services shall not affect any of the Bank's rights or the Customer's obligations with respect to any Entries initiated by the Customer prior to such termination, or the payment obligations of the Customer with respect to services performed by the Bank prior to termination, or any other obligations that survive termination of ACH services until any applicable statute of limitation has expired.

LIMITATION OF LIABILITY. The Bank agrees to make reasonable efforts to ensure full performance of ACH services but shall be liable only to the extent allowable pursuant to Section V above.

INDEMNIFICATION. The Customer shall indemnify the Bank, each participating bank, NACHA, and the Federal Reserve Bank from all claims, demands, liabilities or expenses resulting from any failure by the Customer to exercise reasonable care in the creation of or presentment of Entries, or to comply with any of the provisions of the ACH Rules.

THIRD PARTY AGENTS/SENDERS. Use of third party service providers to send Entries to the Bank on the Customer's behalf is prohibited. The Customer will use the Service only as authorized for your business in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Service available or allow use of the Service by or for the benefit of any third party.

F. Wire Transfer Services

AUTHORIZATION. The Bank is authorized to initiate a funds transfer and to debit the Customer account(s) as specified herein, pursuant to the payment order instructions specified on the Wire Transfer Authorization Form. All funds to be wired must be collected funds in the account from which the wire is to be initiated. These payment order instructions replace and supersede all prior instructions with respect to the same subject matter and will remain in effect until revoked or amended by the Customer in writing.

DEADLINES. The Bank will execute the Customer instructions on the same day they are received (or on such later date as may be indicated in the Customer instructions to the Bank), provided the Customer instructions are received by the Bank prior to the listed Cut-Off time (Schedule C). For instructions received after such time, the Bank will execute them on the next business day. The Bank is authorized, though not required, to execute the customer funds transfer instructions during extensions, if any, on the Federal Reserve Communications System ("Fedwire"). The Bank reserves the right to suspend acceptance of wire transfer instructions if conditions exist which the Bank, in its discretion, believe have created an unacceptable security risk.

UNIQUE IDENTIFIERS. It is understood and agreed that with respect to instructions for transfer of funds issued hereunder, when instructed to creditor pay a party by both name and unique numeric or alphanumeric identifier (e.g., ABA number and account number), the Bank and any other bank participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party different than the party named. Such reliance on a unique identifier shall apply to beneficiaries named in such instructions as well as any financial institution which is designated in such instructions to act as an intermediary in a funds transfer.

WIRE TRANSFER LIMITS. The Bank may establish wire transfer limits and reserves the rights to change set limits at any time for any reason.

ONLINE WIRE TRANSFER SECURITY PROCEDURES. The Customer and the Bank agree to the following Online Wire Transfer Security Procedures. The Bank shall take appropriate steps to authenticate the Customer instructions in connection with a wire transfer. Wire transfer instructions must be given through the Business Online Wire Transfer Service that functions

online through a multi-factor authentication to include, but not limited to, user names, passwords, and tokens. Refer to Schedule B of this agreement for additional security procedures.

The Bank may elect not to act on a wire transfer for the Customer's protection, if the Bank is unable to obtain proper verification satisfactory to the Bank.

DISPUTES. In the event of conflicting claims, disputes, or instructions involving the Customer or third parties, the Bank may at its option decline to comply with any or all instructions until the Bank is indemnified, or such dispute or claims are resolved to the Bank's satisfaction. The Bank may consult in good faith with its legal counsel as to the duties and shall incur no liability in acting in accordance with the reasonable advice and opinion of its counsel. If the Customer has not provided the Bank with sufficient collected funds which in the Bank's sole discretion are applicable to the requested funds transfer, the Bank will not be liable for failing to execute the Customer's instructions.

FEES. The Bank may charge its usual and customary fees, as amended from time to time, for services in connection with funds transfers. The Customer agrees to pay the fees promptly on demand. Please refer to the Business Schedule of Fees for details.

GENERAL TERMS.

Governing Law: The Agreement will be governed by California state laws and United States federal law as applicable.

No amendment of any provision of these terms and conditions shall be effective or enforceable against the Bank. The invalidity of any provision of these terms and conditions shall not affect the validity of any other provision hereof. The descriptive headings of the several sections of these terms and conditions are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

THIS WIRE TRANSFER AUTHORIZATION SHALL BECOME EFFECTIVE ONLY WHEN ACCEPTED BY LUTHER BURBANK SAVINGS.

G. Remote Deposit Capture (RDC)

GENERAL STATEMENT OF SERVICE. Subject to the terms and conditions of this Agreement, the Bank shall provide the Customer with those services described in this Agreement, which includes allowing the Customer to make deposits to the Customer's Account(s) from the Customer's office by scanning checks on a desktop scanner or such other equipment and software required and/or specified by the Bank. The scanner will capture an image of the front and back of the check and will read and capture the MICR line of the check. After capture of the image and data, the Customer will transmit a file containing the images of the checks and the data, via the internet, to the Bank or the Bank's designated processor ("Processor") and the Bank will provisionally credit the Customer's Account(s) for the amount of the deposit on the day of receipt of the deposit and enter the images of the checks into the collection process in accordance with the provisions of the Bank's applicable terms and conditions regarding deposit accounts ("Deposit Agreement") and this Agreement. The Customer acknowledges and agrees that the Bank may discontinue this Service, or any related content, features, products or services, or the terms thereof, at any time without notice or liability to the Customer or any third party. You will use the Service only as authorized for your business in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Service available or allow use of the Service by or for the benefit of any third party.

TELECOMMUNICATIONS AND/OR INTERNET SERVICES. The Customer is responsible for providing telecommunications and/or internet services in order to connect to utilize RDC Services. The Customer may incur expenses for additional items, including but not limited to telecommunications service or internet service charges related to the use of RDC Services. The Customer shall look solely to the respective provider of telecommunications and/or internet service for all remedies and/or warranties. THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY TELECOMMUNICATIONS AND/OR INTERNET SERVICES, OR SERVICES PROVIDED BY A THIRD PARTY, EXPRESS OR IMPLIED AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF

QUALITY, CAPABILITIES, OPERATION, PERFORMANCE, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EQUIPMENT AND SOFTWARE. RDC Services require or may require the Customer to use computer equipment or software that meets certain technical requirements for the proper delivery of RDC Services and to ensure the Customer meets its obligation to obtain secure internet access. The Customer is responsible for any costs or expenses associated with meeting and maintaining those technical requirements or additional items necessary to use RDC Services. The Customer agrees that it is solely responsible for the operation, security and maintenance of all equipment used as part of this Agreement and will ensure that the vendor recommended maintenance is conducted by trained personnel. Equipment cannot be located in foreign locations. The Bank is not responsible for any computer virus or related problems that may be associated with using electronic mail or the internet to deliver Services. The Bank is not responsible for any errors or failures resulting from defects in or malfunctions of the Customer's computer equipment or software. The Customer must scan its computer equipment and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. The Customer shall only use equipment and/or software required and/or specified by the Bank with respect to the Services, including but not limited to those items described herein. THE BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO THE CUSTOMER AS TO ANY EQUIPMENT OR SOFTWARE, USED IN CONNECTION WITH THE SERVICES.

ITEMS DEPOSITED. The Customer agrees to scan and remotely deposit only items which are acceptable to the Bank for deposit into a deposit account, as described in the Deposit Agreement. The Customer acknowledges and agrees that the Customer shall only deposit checks ("Checks" or "Items"), as the term is defined in Federal Reserve Board Regulation CC ("Reg CC"). The Customer acknowledges and agrees that the Customer will not deposit items that are prohibited including Remotely Created Checks (RCC), or in violation of applicable laws and/or regulations, or any items that the Customer suspects or should know to be fraudulent or not authorized by the legal owner of the account on which the Check is drawn. The Customer agrees that it will not deposit, without the Bank's prior written consent, "substitute checks" as defined by federal law or Image Replacement Documents (as that term is defined by the Check Clearing For the 21st Century Act, also known as Check 21) that purport to be substitute checks and have not been previously endorsed by a bank. If the Customer deposits such an Item, the Customer agrees to reimburse the Bank for any losses, costs and expenses the Bank may incur associated with warranty or indemnity claims. If the Customer provides the Bank with an Image Replacement Document of a substitute check for deposit into the Customer's account instead of an original Check, the Customer agrees to reimburse the Bank for losses, costs and expenses the Bank incurs because the substitute check resulting from the Image Replacement Document does not meet applicable substitute check standards and/or cause duplicate payments. The Customer will not deposit foreign Items drawn on financial institutions that are located outside of the United States or Territories of the United States. Checks payable to any person or entity other than your business is also prohibited.

SCANNING OF ITEMS AND TRANSMISSION OF FILES. After successful implementation and installation of any software and equipment related to the use of RDC Services, the Customer shall cause each Check to be electronically endorsed "Electronic Deposit at LBS Only" to the Customer's account and cause each Check to be sprayed or franked by the scanner on the back of each Check. The Customer must scan the front and back of each Item to be deposited, capture the image of the front and back of each Item, capture the MICR encoding on each Check, and transmit the image file(s) individually or collectively, a ("File"). The Customer agrees to (a) take reasonable steps to safeguard the confidentiality and security of the User ID and/or passwords, and any other proprietary materials or information the Bank provides to the Customer in connection with RDC Services; and (b) notify the Bank immediately if the Customer has any reason to believe the security or confidentiality required by this provision or any other provision of this Agreement has been or may be breached. The Bank is not obligated to detect errors of the Customer or others even if the Bank takes action from time to time to do so, and the Bank's Security Procedures are not designed for the detection of errors.

The Customer is solely responsible for ensuring accuracy, and the Customer shall balance the deposit dollar amount to the sum of the Items ("Balanced File") prior to transmitting the File. All liability for any items processed incorrectly is that of the Customer. The Customer may send multiple Files to the Bank or Processor throughout the day. The total dollar value of the File received on any day shall not exceed the dollar amount specified by the Bank ("Deposit Limit"). If the total dollar value of

the File exceeds the Deposit Limit, the Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or the Bank may accept and process the File. The Customer agrees not to exceed the Deposit Limit. The Balanced File must be received by the Bank no later than the Cut-Off Time listed on Schedule C. The File is received by the Bank when a complete File has been written on a Bank electronic storage device in conformity with the Bank's technical and operational requirements for sending a File to the Bank. To meet the Bank's Cut-Off Time, the entire File must be received prior to the Cut-Off Time and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when an Item has been delivered and received, the Bank's records shall be determinative. A File which is not balanced or which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the File is actually received by the Bank. The Bank reserves the right to change the number of Files that may be transmitted per day, the Deposit Limit, and the Cut-Off Time. These modifications are effective immediately and may be implemented prior to the Customer's receipt of the newly established Deposit Limit or Cut-Off Time.

RETENTION AND DESTRUCTION OF ORIGINAL ITEM. The Customer must ensure that the original Item "processed" bears the spray from the RDC scanner and that the spray appears on the back of each Item scanned. It is the responsibility of the Customer to ensure that an Item is only processed once. The Customer shall securely store the original Item for a period of 30 days after the Customer has received notice from the Bank that the File has been accepted or for such longer period as may be required by applicable law and/or regulation. During such retention period, the Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to the original Item, (b) that the information contained on the Item shall not be disclosed, (c) that the original Item will not be duplicated and/or scanned more than one time, and (d) the original Item will not be deposited or negotiated in any form. The Customer shall destroy the original Item upon the expiration of the retention period noted above using commercially reasonable and accepted methods to destroy Checks.

IMAGE AND MICR QUALITY. The File transmitted by the Customer to the Bank shall contain images of the front and the back of the Items scanned and remotely deposited by the Customer ("Images"). The Images shall be of such quality that the following information can clearly be read by sight review of the Images: The Amount of the Item; The Payee; The Drawer's Signature; The Date of the Item; The Item Number; The information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; Other information placed on the Item prior to the time an Image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item; and Such other information as may be reasonably required by the Bank.

Images shall also meet any standards for image quality established by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association.

The Customer shall also capture and transmit to the Bank the full-field MICR encoding on each Check. The Customer shall ensure that the following information is captured from the MICR line of the Check: Routing Transit Number; Account Number; When encoded, Check Amount; When encoded, the serial number and the process control field.

RECEIPT OF FILE. The Customer agrees that the Customer shall remain liable for and that the Bank shall not be accountable to the Customer for a File and/or Item(s) that are not received by the Bank and for a File and or Item(s) that are intercepted or altered by an unauthorized third party. To the maximum extent permitted by applicable law, the Customer agrees that the Bank has no obligation to accept a File and therefore may reject any File or Images of Items submitted by the Customer, and further, the Bank has no obligation to notify the Customer of the rejection of a File or Images. The Bank shall have no liability to the Customer for rejection of a File or Image(s) or for failure to notify the Customer of a rejection. Upon receipt of the File submitted by the Customer, the Bank may examine the File and the Images. If errors exist in the data or the Images contained in the File, the Bank, in its sole discretion, may reject and not accept the entire File or the Bank may elect to correct the error, accept and process the File ("Corrected File"). As a form of correction, the Bank may credit the Customer's account for the full amount of the deposit and make any necessary adjustments to correct the error. The Bank may, at its option, also perform a risk management analysis of the File submitted by the Customer to detect potentially fraudulent Items, and, in its sole discretion, reject the File or Image(s). If after examination of the File and Images, the Bank determines that the Customer

has processed and transmitted the File, the File is balanced, and the Images meet the requirements of this RDC Services Schedule to the Agreement, then the Bank shall accept the File ("Accepted File") for deposit to the Customer's deposit account. Notwithstanding the fact that the Bank has accepted the File for deposit, any credit made to the Customer's account shall be provisional and the Customer shall remain liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against the Bank on the part of any party.

PROVISIONAL CREDIT AND AVAILABILITY OF FUNDS. Upon acceptance of the File, the Bank shall grant the Customer's Account Provisional Credit, defined below, for the total amount of the Corrected File or the Accepted File. "Provisional Credit" means that the credit is made to the Customer's account subject to final payment of the Items and subject to the terms of the Deposit Account Agreement. For the purpose of determining availability of funds, the Bank may hold funds for the period of time permitted by Reg. CC.

LAWS, RULES AND REGULATIONS. The Customer agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions and/ or rendering of RDC Services. The Customer further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA), and any other clearinghouse or other organization in which the Bank is a member or to which rules the Bank has agreed to be bound and/or the Bank is required to follow. These laws, procedures, rules, regulations, and definitions (collectively the "RDC Rules") shall be incorporated herein by reference.

COLLECTION OF ITEMS. The Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Likewise, the Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images and the Bank's selection of the clearing agents shall be considered to have been designated by the Customer. The Bank shall not be liable for the actions or omissions of any clearing agent. Collection of Items is also subject to the RDC Rules and the Terms of the Bank's Deposit Account Agreement.

CONTINGENCY PLAN. The Customer agrees that in the event that the Customer is not able to capture, balance, process, or otherwise transmit a File to the Bank for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, the Customer will transport the physical Checks and deposits to the closest office of the Bank and deposit the original Checks with the Bank until such time that the outage or other interruption can be identified and resolved. The deposit of original Checks at an office of the Bank shall be governed by the terms and conditions contained in the Bank's Deposit Account Agreement and not by the terms of this RDC Services Schedule to the Business Banking Services Agreement. Notwithstanding the foregoing and to the extent applicable, the warranties made by the Customer under this RDC Services Schedule to the Agreement shall apply to the deposit of original Checks. The Customer acknowledges that it must maintain procedures external to RDC Services for the reconstruction of lost or altered Files, and that Customer hereby assumes all risk of loss and/or damage with respect to Checks or other materials while they are in transit to and from the Bank.

RETURN ITEMS. Chargeback of Returned Items. If Images of Items previously deposited by the Customer are dishonored and returned unpaid by the drawee bank or are returned by a clearing agent for any reason, including but not limited to issues relating to the quality of the Image, the Customer understands and agrees that, since the Customer either maintains the original Item or has destroyed the original Item, the original Item will not be returned and the Bank may charge back an Image of the Item to the Customer's Account. The Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Item or a substitute check. Unless otherwise instructed by the Bank, the Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to the Customer.

CONFIRMATION: ACCOUNT RECONCILIATION. The Bank will provide notice of receipt of deposits to the Customer's Account with the Bank on the Customer's periodic Account statement. The Customer is responsible for detecting and reporting to the Bank any discrepancy between the Customer's records and the records the Bank provides to the Customer. In the event that there is a discrepancy and the Customer does not detect and notify the Bank of such a discrepancy immediately upon receipt

of the Customer's daily Remote Deposit Files, then such transactions shall be considered correct and the Customer shall be precluded from asserting such error or discrepancy against the Bank.

UPDATE NOTICE. The Customer shall provide written notice to the Bank of any changes to the information provided by the Customer to the Bank, including but not limited to: additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received in writing by your branch office within 5 business days of the change. Further, upon the Bank's request, the Customer shall confirm and/or provide updated information within 5 days of such request. The Bank retains the right to (i) review the Customer's Item and business activity from time to time to confirm the Customer is conducting business as stated by the Customer at the time of receipt of this Agreement, and (ii) re-price or terminate the Bank's RDC Services based on changes to the facts previously stated by the Customer.

BANK'S DUTIES. The Bank's duties and responsibilities under this Agreement are limited to those expressly described in this Agreement and/or as may be required by applicable law and/or regulation. The Bank shall not be responsible for suspension of performance of all its obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance there with should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction.

ERROR IN SERVICES, SOLE REMEDY. In the event that there is any error in the RDC Services, the Customer agrees the Bank's and, if the services of a third party provider (the third party) are utilized in the provision of any Service, the third party's sole liability to the Customer, and the Customer's sole remedy shall be limited to the correction of any errors made by the Bank.

THIRD PARTIES: MAINTENANCE. The Customer may be using special equipment, services or software provided by a third party to assist it in processing Items and Files hereunder ("Third Party"). The Customer (i) agrees that any Third Party is acting as the Customer's agent in the delivery of Items and Files to the Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the laws, RDC Rules or this Agreement. The Bank will not be liable for any losses or additional costs incurred by the Customer as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. The Customer shall provide at least 10 days advance written notice to the Bank in the event it uses any such Third Party. The Customer is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. The Bank shall not have any responsibility for any Item or File handled by a Third Party until that point in time when the Bank accepts and approves an Item or File from such Third Party for processing.

EQUIPMENT MAINTENANCE. The Customer is solely responsible for obtaining and properly maintaining its equipment and system requirements, including computer equipment, internet connectivity, scanning terminals (unless contracted with the Bank) and any other equipment, software, or items necessary as a prerequisite to receive RDC Services. The Bank shall not be liable to the Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to the Customer's failure to do so.

FINANCIAL INFORMATION. The Bank may from time to time request information from the Customer in order to evaluate a continuation of the RDC Services to be provided by the Bank hereunder and/or adjustment of any limits set by this Agreement. The Customer agrees to provide the requested financial information immediately upon request by the Bank, in the form required by the Bank. The Customer authorizes the Bank to investigate or reinvestigate at any time any information provided by the Customer in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose. The Customer acknowledges and agrees that the Bank may conduct an audit of the Customer and enter the Customer's premises for the purposes of ensuring that the Customer is in compliance with this Agreement. If the Customer refuses to provide the requested financial information, or if the Bank concludes in its sole discretion that the credit risk of the Customer is unacceptable, or if the Customer refuses to give the Bank access to the Customer's premises and/or cooperate with the Bank's audit described in this paragraph, the Bank may terminate RDC Services according to the provisions hereof.

FEES AND CHARGES. The Customer agrees that during the term of this Agreement it is required to pay to the Bank the fees and charges as set forth on the Business Schedule of Fees or delivered from time to time to the Customer, and incorporated herein by reference. The Bank has the right to change fees imposed from time to time. Additionally, the Customer acknowledges and agrees that it is responsible for any other fees due to the Bank under any other agreement between the Bank and the Customer.

The Customer authorizes the Bank to deduct any charges for RDC Services from the Account, even if such deduction causes an overdraft to the Account. Should the Customer fail or refuse to pay any charges under this Agreement, the Customer agrees to pay any collection costs (including reasonable attorney's fees) which may be incurred by the Bank.

OWNERSHIP AND PROPRIETARY RIGHTS. All right, title and interest in and to any and all specifications, software and/or computer programs including without limitation, the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto, used by the Bank and the Customer in performing the RDC Services shall be and remain the property of the Bank or any third party software and/or service provider or supplier, as applicable. Unless otherwise expressly authorized, the Customer may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of the Remote Capture Materials in any form. The Customer further agrees not to reverse engineer or reverse compile any Remote Capture Materials. The Bank and/or any third party software and/or service provider, as may be applicable, shall retain all proprietary rights in the Remote Capture Materials, and all rights not expressly granted hereunder are reserved. The Customer expressly acknowledges and agrees that it may not use the Bank's name, trademarks or similar proprietary rights without the express prior written consent of the Bank. If the Customer is permitted to use any of the Bank's promotional materials, the Customer will not indicate, directly or indirectly, that the Bank endorses, or is connected in any way with any of the Customer's goods or services.

REPRESENTATION, WARRANTIES AND COVENANTS. The Customer represents, warrants, and covenants the following to the Bank:

Items Deposited – The Customer shall only deposit Items that are authorized by this Agreement and the Bank's Deposit Account Agreement.

Image Quality – The Images of the Items transmitted by the Customer to the Bank contain an accurate representation of the front and the back of each Item and the Images comply with the requirements of this Agreement.

Accuracy of Information – All data submitted by the Customer to the Bank is complete and accurate, including but not limited to data contained in the MICR line of the Check.

Business Purpose Only – The Customer is not a consumer and the Service shall be used for business purposes only. The Customer and its clients are reputable and are not using the Bank as a conduit for money laundering or any illegal purpose. Customer will not transmit duplicate Image(s) or File(s) to the Bank; the Customer will not deposit or otherwise negotiate the original Item(s) from which the Image(s) was created; and no subsequent transferee, including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries of the Item(s)).

No Loss – No Subsequent transferees of the Item(s), including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as a result of the fact that the Image was presented for payment or returned instead of the original Item.

Transactions – All items and business transactions of the Customers and its customers are bona fide, and not prohibited by any applicable law, regulation, rule, order, or judgment.

Signatures – All signatures on checks are authentic and authorized, and no check has been altered.

Rule Compliance – The Customer conducts its business and submits Items and Files in compliance with all laws and RDC Rules.

Computer Virus – The Customer shall utilize appropriate anti-virus measures, and that the File and Item(s) do not contain computer viruses or other harmful, intrusive, or invasive codes.

H. Positive Pay

DEFINITIONS.

“ACH Authorization Rules” means the set of rules and filter provided by you for your Account that are used to authorize an ACH item presented to the Bank for payment from such Account through the Positive Pay Service. An ACH Authorization Rule can include but is not limited to the ACH Company ID, ACH SEC, transaction type (debits and/or credits), and/or maximum authorized dollar amount. ACH Authorization Rules are defined to pre-authorize ACH transactions and/or define the filter/blocking for all or specific standard entry class codes.

“ACH Company ID” means the originating ACH Company’s identification number.

“Exception ACH Item(s)” means an ACH item presented to LBS through the normal interbank clearing process that is not authorized by the ACH Authorization Rules

“ACH SEC” means the ACH standard entry class code.

“Check” means a draft (including a Demand Draft) payable on demand and drawn on an LBS account.

“Check Issue File” means the file containing each Check you have issued since the previous Check Issue File was uploaded through the Business Online Banking system. The file will contain check number, amount and the date it was issued, as well as the number of the account against which it was drawn.

“Demand Draft” means a writing not signed by you or your agent created by a third party under your purported authority for the purpose of charging your account with LBS.

“Exception Check(s)” means a check presented to LBS through the normal interbank clearing process that does not match a check listed in a Check Issue File.

“Exception List” means a listing of all Exception Checks and Exception ACH Items identified as such through the Positive Pay Service since the most recent Exception List was previously prepared and furnished to you.

“Positive Pay Service” means the Check / ACH fraud reduction program that is offered by LBS to enable you to instruct LBS to return certain unauthorized debits presented for payment on the checking account(s) held by LBS.

SCOPE. You understand that the Positive Pay Service covered in this Agreement addresses the process to be followed with regard to Checks and/or ACH items presented for payment to LBS through the normal interbank clearing processes and does not address the process to be followed with regard to checks presented for payment to LBS in any other manner.

ACCESS. In addition to all other Business Online Banking access requirements, to use the Positive Pay Service, you must maintain software that can export into a CSV format for exporting check issue files in a form or format compatible with LBS’s then current system and which is free of any malicious software that may harm or compromise LBS’s systems. You agree to use the Business Online Banking for accessing the Positive Pay Service.

ACH AUTHORIZATION RULES. In addition to all other agreements (including all other provisions of this Agreement) between you and the Bank applicable to ACH transactions, to use the Positive Pay Service for ACH items presented to the Bank for payment from your Account, you will need to define all of the ACH Authorization Rules for the Account, which determine whether or not a particular ACH item will be deemed authorized or unauthorized. An unauthorized ACH item will be deemed an Exception ACH Item that will require a pay or return decision from the Exception List. You will be alerted via email of any

Exception ACH Items. Upon request, LBS will provide you with a listing of all ACH items that have cleared the account within the past 60 days.

CHECK ISSUE FILE. No less frequently than once each business day during which one or more Checks are issued, you shall provide, through the Business Online Banking System, a Check Issue File in a form or format compatible with LBS's system. Such files may be submitted from time to time and at any time during the day. Files sent after 7:00 PM PT on a business day or at any time on a non-business day may not be available for use in the Positive Pay Service until the following business day.

If a nonconforming Check Issue File is rejected by LBS, we will notify you, and you shall provide a conforming Check Issue File as soon as is reasonably possible. You understand that until a conforming Check Issue File containing information concerning the latest Checks you have issued is provided to LBS, the number of items presented to you for your review and resolution may be higher because LBS will not be able to automatically match and pay any properly issued Check that is presented to LBS for payment.

POSITIVE PAY PROCESS:

Checks Presented through Normal Interbank Clearings. Relying solely on MICR encoding on checks, as checks are presented to LBS through the normal interbank clearing system for payment, LBS shall review the MICR encoded information thereon. If such information matches the account number, check sequence number and amount of a check that was listed in a check issued file provided to LBS and has not previously been paid by LBS and is not subject to a valid and current stop payment order on file with LBS, the check shall be processed for payment. Nothing in this Agreement shall require payment of a check if there are reasons independent of this Agreement for LBS not to pay such check, such as if there are insufficient funds in the account to cover the check amount.

Authorization Rules and Filters. Any ACH items presented to LBS for payment will be compared against the ACH Authorization Rules. Based on the established method of notification, unauthorized ACH items or ACH items matching the filter criteria will become an exception that requires a pay or return decision by you.

Notification. Automated email notification is sent to each authorized user when there are Exception Checks / Exception ACH Items that need to be processed. This email is generated no later than 9:00 AM PT on any business day on which there are Exception Checks / Exception ACH Items that must be processed. LBS is not responsible for delayed or missing email notifications.

Exceptions. No later than by 10:30 AM PT on the same business day on which the Exception List is provided to you, you must instruct the Bank whether to pay or return each Exception Check / Exception ACH Item described on the Exception List for the Positive Pay Service. If you instruct the Bank to return an Exception Check / Exception ACH Item, you must contact the Bank with the reasons for your decision. If you fail to timely instruct LBS to return an Exception Check / Exception ACH Item, LBS will return the Check / ACH item as being unauthorized. Files sent after 7:00 AM PT on a business day or at any time on a non-business day may not be available for use in the Positive Pay Service processing until the following business day.

ACH AUTHORIZATION RULES DEADLINE. You must set up any ACH Authorization Rule (i.e. filter/block or rule) no later than 5:00 PM PT on a business day. Should you fail to modify or set up the ACH Authorization Rule by this time, LBS shall not be responsible for paying or returning any item per the current Positive Pay Service instructions.

SECURITY PROCEDURES. In addition to all other applicable security procedures, LBS may elect, in its sole and absolute discretion, to verify the authenticity or content of any Check Issue File by calling the user you have so designated on your Business Online Banking Application or any other person who is a signer on the account against which a Check appears to have been drawn. The purpose of this or any security procedure is to corroborate that the Check Issue File received by LBS is your file. It is not the purpose of the security procedures to detect errors in transmission, or content of the file, or that the file has been corrupted in any way. The accuracy of the content of any Check Issue File is solely and exclusively your responsibility.

DISCLAIMERS. LBS shall have no responsibility or liability for payment or return of any Check / ACH item which is not an exception, or is an exception but LBS did not receive timely notice that an exception must be paid or returned, provided that this disclaimer shall not affect your rights with regard to checks that are not properly endorsed or to checks as to which the payee has been altered, insofar as the Positive Pay Service does not address such endorsements or alterations.

You understand that the Positive Pay Service will not identify as an Exception Check any counterfeit or duplicate check containing information that matches a check that (1) was listed in a Check Issue File provided to LBS and (2) has not previously been paid by LBS. The provisions contained in this Section H "Positive Pay" shall not affect your rights with regard to such checks. Consequently, your obligation to review in a timely fashion your periodic statement and the items listed (or that should have been listed) thereon in a timely fashion is not affected by the provisions contained in this Section H "Positive Pay".

You are solely responsible for authorizing Check Issue Files, Exception Check, and ACH Exception Item payments. You are responsible for assuring that email addresses provided to LBS by you are capable of receiving email communications from LBS and that your account has not otherwise been compromised. You are bound by any Check Issue Files and other communications and authorizations, even if not authorized by you, if we received them in accordance with this Section H "Positive Pay".

You understand that you may be obligated to pay any Check that is dishonored by LBS for any reasons stated in this Agreement should the claimant (including LBS) be a holder or holder in due course with respect to a check.

CIRCUMSTANCES BEYOND OUR CONTROL. We will not have any liability or obligation for failure to act or delay in acting under this Agreement if the failure is the result of circumstances beyond our control, including (but not limited to) legal constraints, court order, interruption of transmission or communication facilities, equipment failure, malicious interference by a third party, or acts of terrorism or war.

TERMINATION. Either party may terminate the Positive Pay Service offered under the terms of this Agreement at any time upon written notice to the other party. Your agreement to the terms and conditions under the above paragraphs, "Security Procedure," "Disclaimers", and "Circumstances beyond Our Control", shall survive termination of this Agreement

FEES. Use of the Positive Pay Service product and certain involved transactions may result in fee charges. Please reference the Bank's Business Schedule of Fees for more details.

SCHEDULE B – SECURITY PROCEDURES AND PRACTICES

A. Customer Responsibility

The Customer shall have dual controls and separate the responsibilities when transmitting and reconciling financial requests. The Customer shall have one Authorized User initiate a request for payments and transfers and another separate Authorized User to verify and approve the request and perform Account reconciliation. Although Dual Authorization is a helpful tool, neither it nor any other security tool, can guarantee security, including, for example, if two sets of User ID's and login credentials are compromised, if a user is created with the authority to initiate and approve, or if fraudulent users are established.

The Company Administrator will keep the list of Authorized Users current and log-on and make appropriate system changes regarding maintenance or disabling of Authorized Users, disabling those no longer authorized to access the system.

The Customer shall perform periodic reviews of Authorized Users and Administrators. The Customer will allow only Authorized Users or Administrators access to the Bank's Business Banking Services system and that their access is limited to required functions under their responsibility.

The Customer shall use computer screen savers with automatic timeouts and passwords for additional security.

The Customer shall monitor transactions and promptly reconcile accounts for transactions that post to the Customer's Accounts to assure only authorized transactions are occurring and immediately report to the Bank any discrepancies.

The Customer shall practice sound Authorized User and Administrator authentication methods when performing any maintenance or when resetting passwords.

The Customer shall thoroughly review and check the backgrounds of all Authorized Users to ensure user integrity.

The Customer shall take all necessary steps to maintain the confidentiality of the Security Procedures and any Passwords and Codes, security devices (tokens), and related instructions.

LBS requires that all customers using Business Banking Services that are cash management services, such as Wire Transfer Services, ACH Services, or Remote Deposit Capture (RDC) services, complete a risk assessment questionnaire (“Risk Assessment”) on an annual basis upon the Bank’s request. The Bank will provide the Risk Assessment to customers. The Risk Assessment will evaluate the customer’s online banking related safeguards and must be completed and returned to LBS promptly upon request. The Bank may terminate or suspend certain Services for customers who fail to complete and return the Risk Assessment. For business online banking customers who do not have access to cash management services, LBS encourages that those customers also complete the Risk Assessment to ensure that existing safeguards are evaluated periodically.

B. Bank Security Procedures

The Bank requires that the Customer establish separate User IDs and Passwords for each Authorized User, and develop and adhere to internal procedures set forth above to prevent the disclosure of the Password to other persons and to prevent unauthorized use.

The Bank shall take steps to authenticate the Customer’s identity and any Authorized User’s identity for purposes of fraud prevention. The Bank may also utilize information or security measures to identify the customers such as a token and PIN.

The Bank will require that the Customer establish a Company Administrator (the Bank will assign the initial Administrator password). The Customer’s Company Administrator will establish individual Authorized User IDs and User Passwords for use to sign-on to the Service. The Bank will never contact the Customer requesting passwords. If such a request is made of the Customer, the Customer is required to notify the Bank immediately. The Bank will require that the Administrator perform other administrative tasks in connection with the Customer’s use of the Business Banking Services, including adding and deleting Authorized Users, supervising the security of the Customer’s systems, and setting up and modifying communication settings. The Administrator will be required to designate different levels of access for Authorized Users, including tokens.

The Bank may, at its option, verify any instruction (e.g., call back verification), as an alternative security procedure. The Bank may elect not to act on a transmission for the Customer’s protection, if the Bank is unable to obtain proper verification. The Bank will not be responsible for any delay in the processing of any transmission resulting from the Bank’s inability to reach Authorized User to verify the authenticity or accuracy of any such transmission.

The Bank will provide the Customer with a comprehensive guide to the Online Business Banking Service at time of Application.

C. Trusteer

Trusteer Rapport helps prevent criminals from withdrawing money from bank accounts. The service has been specifically designed to combat online banking threats and represents an essential part of your bank's security systems. The service consists of lightweight security software that locks down the browser and stops Man-in-the-Browser (malware), Man-in-the-Middle, and Phishing attacks against your bank accounts and other protected websites. Trusteer is also capable of removing financial malware it discovers on protected machines. Customers enrolled in cash management services may be required to install this software, as determined by the Bank, prior to using a cash management service.

SCHEDULE C – PROCESSING SCHEDULE AND CUT-OFF TIMES

The Bank will endeavor (but does not guarantee) to make the system generally available as set forth below. The system will not be available due to scheduled downtime for system maintenance, releases of new functionality, force majeure events, and any attacks on or compromise of the integrity of the system.

Transactions will be processed on all Business Days except as noted in Schedule A and below. Transactions initiated after the cut-off times listed below will be processed the following Business Day. Following are the processing schedules and associated cut-off times:

Information Reporting: Previous Day normally posted by 6:00 AM PT Monday-Saturday, excluding federal holidays. Inquiries made about information posted for a previous Business Day will generally be available 7 days a week, 24 hours a day, provided the Bank's system is available.

Same Day Transactions will post periodically throughout the day and inquiries made for same day preliminarily posted items will generally be available 7 days a week, 24 hours a day, provided the Bank's system is available. Final posting, which may include adjustments to preliminarily posted information, is not available until 6:00 AM PT the next Business Day Monday-Saturday excluding federal holidays.

Positive Pay: Cut-Off Time – 10:30 AM PT

No later than by 10:30 AM PT on the same business day on which the Exception List is provided to you, you must instruct the Bank whether to pay or return each Exception Check / Exception ACH Item described on the Exception List for the Positive Pay Service. If you instruct the Bank to return an Exception Check / Exception ACH Item, you must contact the Bank with the reasons for your decision. If you fail to timely instruct the Bank to return an Exception Check / Exception ACH Item, the Bank will return the Check / ACH item as being unauthorized. Files sent after 7:00 PM PT on a business day or at any time on a non-business day may not be available for use in positive pay processing until the following business day.

Wire Transfers: Cut-Off Time – 1:30 PM PT

Wire transfer requests properly completed, formatted, received and accepted by the Bank by 1:30 PM PT on a Business Day will ordinarily be processed same day, provided there are sufficient Available Funds in the Account and the Bank's system is available. All wire transfers are subject to the Terms and Conditions of the Bank's Online Wire Transfer Agreement.

ACH Origination: Cut-Off Time – 3:30 PM PT / 2 Business Days Prior

The Customer needs to take into account appropriate lead times as outlined in ACH rules and regulations for ACH transactions; i.e., ACH batches must be received in proper format and within dollar limits preset by the Bank on the second Business Day preceding the day ACH transactions are to be posted to the recipient accounts. ACH transactions are subject to ACH Agreement terms and system availability.

Remote Deposit Capture: Cut-Off Time – 4:00 PM PT

Remote Deposits properly scanned and received by 4:00 PM PT on a Business Day will normally be processed on the same day. Any error corrections made to the deposits will be notified by email.

Mobile Capture: Cut-Off Time – 4:00 PM PT

Check Deposits made using the Mobile App properly imaged and received by 4:00 PM PT on a Business Day will normally be processed on the same day. Any deposits rejected will be notified by email. Generally, a Check Image which is not received and accepted by the Bank by 4:00 PM on a Business Day shall be deemed to have been received on the Business Day following the Business Day on which the Item is actually delivered to us.

Book Transfers: Cut-Off Time – 5:00 PM PT

Transfer requests properly sent, received and accepted by 5:00 PM PT on a Business Day will be reflected as a same day transaction. Transfer requests received between 5:00 PM PT and 7:00 PM PT may be accepted and reflected as a same day transaction. Except with respect to transfer requests received between 5:00 PM PT and 7:00 PM PT that are accepted and reflected as a same day transaction, transfer requests received and accepted after 7:00 PM PT or on a non-Business Day will

be processed the following Business Day, provided there are sufficient Available Funds in the Account. Transfers are subject to system availability.

Stop Payments: Cut-Off Time – In Time to Stop Payment

The Bank will endeavor to process stop payment requests properly sent and accepted by it 7 days a week, 24 hours a day, provided the Bank's deposit system is available. Stop payment requests accepted will be processed, provided the Bank has not already paid the item and has had sufficient time to act on the request before paying the item.