



## Cash Management Online Services Agreement

This Cash Management Online Services Agreement (the "Agreement") is made this \_\_\_\_ day of - \_\_\_\_\_ 2014 by and between CrossFirst Bank (the "Bank", "we", and "us") and \_\_\_\_\_ (the "Company", "you", and "your") doing business in \_\_\_\_\_ (City), \_\_\_\_ (State). This Agreement sets forth the terms of the cash management online services ("Services") that CrossFirst® Bank makes available to its customers ("you" and "your"). By applying for any Services, you agree to be bound by these terms. Your use of any of the Services will be additional evidence of your agreement to these terms.

1. **Services.** We agree to provide you with Services under the terms and conditions of this Agreement. Specifically, we agree to act in good faith to complete, in accordance with your instructions, all payment and transfer transactions ("Transfers") you may request in connection with your deposit accounts with us. We will notify you when the Services you request become available to you. If you request other cash management services in the future, they will also be governed by this Agreement, unless we advise you a separate specific agreement applies.

2. **Equipment.**

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

3. **Accounts.**

(a) Your application may list certain deposit accounts with us that you wish to access with the Services ("Account" or "Accounts"). If the Accounts includes the accounts of (i) your parent company, subsidiaries or affiliates, or (ii) other accounts belonging to entities having common ownership with you (all such accounts referred to as "Linked Business Accounts"), you warrant that all entities having ownership and control over such Linked Business Accounts have authorized you to access their Accounts, including initiating transfers between Linked Business Accounts ("Cross Entity Transfers"), through the Services in the same manner as accounts you own. You agree to provide us with written authorization, in form and substance acceptable to us, which shall be affixed to this Agreement as Attachment A and incorporated herein, evidencing your authority to access Linked Business Accounts and conduct Cross Entity Transfers, and to notify us immediately in writing of any change to that authorization. **You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation,**

**attorney's fees) of any kind which results directly or indirectly, in whole or in part, from the actions of you or your agents in accessing Linked Business Accounts or making Cross Entity Transfers, or any claims resulting from written authorizations provided by you to us which later are claimed or deemed to be fraudulent, invalid or revoked.**

**(b)** You may designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire or ACH Services, for example, you will need to specify the account from which transfers should be made.

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

**(d)** You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. **This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks.** As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

4. **Fees.** Please refer to the Treasury Management Fee Schedule for pricing. Prices for Services are subject to change at any time.
5. **Access to Account Data.** Some of the Services provide you with balance and other Account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you may contact the Bank for Account information.
6. **Information Processing and Reporting.**

**(a)** **Information You Provide to Us; Inaccuracy and errors.** We offer a number of Services that require us to receive process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is

incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

**(b) Your Instructions.** You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

**(c) Your Review.** You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide certain Services for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

**7. Reliance on Third Parties.** Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Services or may provide the Services through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

**8. Security Procedures.**

**(a)** We will provide you with a User ID and/or passwords (collectively, a "Security Code") to access the Services. By using this Service you agree:

- Not to disclose to anyone, your identifying information, including your User ID or any other security authentication items, such as Passwords, Tokens, Image Recognition, and Challenge questions. The Bank may ask you your User ID to identify you when providing assistance to you.
- Keep your Passwords, User ID, and other security authentication items secure and strictly confidential.
- To instruct each person who is assigned a User ID, Password, or other security authentication item, that he or she is not to disclose it to any other person.
- To never leave your account information on display in an area where it can be seen or is easily accessible to unauthorized persons.
- To never leave your PC unattended while using Business Internet Banking
- To always, Exit/Log off after using Business Internet Banking
- To notify CrossFirst Bank immediately if you suspect that your User ID or any other authentication items that may be used to access the Business Internet Banking site, such as

Password, Token, Image Recognition, and Challenge questions has become known to any unauthorized person.

- That all Tokens are the property of CrossFirst Bank and must be returned to the Bank upon the Bank's request.
- That you will exercise reasonable care in observing and maintain security procedures, and in communicating with Bank.
- Closely and regularly monitor the activities of employees who access the Services;

(b) Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instruction). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so. No CrossFirst Bank employee or company affiliated with CrossFirst Bank will contact you via email or tele phone requesting your Business Internet Banking password or other security information. If you are contacted by anyone requesting this information, please notify us immediately.

(c) You agree to change the passwords you or your Administrator assigns to your users on a regular basis, but no less frequently than every 90 days. You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

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

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

10. **Other Services**. In addition to this Agreement, you agree to be bound by the terms and conditions of separate agreements governing other Treasury Management services, including but not limited to, Funds Transfer, ACH, Remote Deposit Capture, Bill Pay Service, Positive Pay, and Account Reconciliation ("Other Services"). When you access accounts using the Service, this does not change

the agreement you already have with us on those accounts. You should review the agreements covering Other Services, if applicable, including the fee schedules applicable for such additional services.

- 11. Our Liability for Failure to Make a Requested Transfer.** We will use good faith efforts to complete all Transfers from your Accounts properly in accordance with your instructions. However, we will incur no liability if we are unable to complete any Transfers because of any one of the following circumstances: (a) Your designated Account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the credit limit of your designated Account's overdraft line; (b) Our equipment or communications link is not working properly; (c) The payee mishandles, delays posting a payment, or refuses or is unable to accept a payment; (d) You have not provided us with the correct name(s), address or account information for payees; (e) Your use of the Services has been terminated for any reason; (f) The occurrence of circumstances beyond our control including, but not limited to, fire, flood or interference from an outside force, prevent the proper execution of the transaction; (g) The Transfer is restricted by legal process or holds; (h) Holds pursuant to our Funds Availability Policy apply; or (i) Exceptions stated in this Agreement, related agreements or your Account Agreement apply.

Provided none of these circumstances is applicable, if we make an error in executing the payment instructions we receive and, solely as a direct result of our error, an incorrect amount of funds is removed from your designated account or funds from your designated account are directed to an improper person, we shall be responsible for returning the improperly transferred funds to your designated account and for directing to the proper payee any previously misdirected payments or transfers.

- 12. Stop Payment Service.** You may use the on-line system to request a stop payment on a check drawn on an Account by providing us with timely, complete and accurate information including the number of the Account in question; the date of the item; the item number, the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. A request via the on-line system becomes effective when we confirm its receipt and have verified the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing. Our procedures for stop payment requests made through a method other than on-line system are governed by the terms of the applicable Account Agreement.

- 13. Amending/Canceling a Transaction.** Unless this Agreement provides otherwise, you do not have a right to cancel or amend an instruction relating to a Transfer (e.g., an ACH payment) once we have received it. If we attempt to reverse a Transfer at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a Transfer must state the exact amount (dollars and cents) of the Transfer you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

- 14. Our Rejection of Transfers.** We may refuse any Transfer instruction without cause or prior notice. We will notify you electronically, in writing, by telephone, or otherwise, within one business day of our refusal to perform a Transfer instruction.

**15. Notice of Returned Transfers.** We may notify you electronically, in writing, by telephone, or otherwise, if any Transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit the applicable Account with any interest, unless the return is caused by our failure to properly execute your instruction.

**16. Unauthorized Transfers.** We may process any Transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures you and we have agreed upon for the Service. The instruction will be deemed effective as if made by you, and you will be obligated to pay us the amount of such Transfer, even though you claim it was not transmitted or authorized by you. We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction. However, an election by us **not** to verify the authenticity or content of any instruction does not render us liable for any unauthorized transaction if we otherwise acted in compliance with the security procedures in place for the Service.

**17. Electronic Mail/Internet.**

**(a) E-mail:** If you send us electronic mail (“e-mail”), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. Any concern or message that requires expeditious handling, or if you need to immediately stop payment on a check you have issued, should be handled with a telephone call to the Bank, not by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, we recommend that you **not** send account data or other confidential information to us by e-mail.

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

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

**18. Business Days/Hours of Operations.** Business Days are Monday through Friday, except federal holidays. We may require that all Transfers be performed on a Business Day. You may make

transfers between eligible accounts by 7:00 p.m. CT on a Business Day. For bill payments, you may add, delete or edit a Manual Payment up to 6:00 p.m. CT on the Payment Date. A recurring Payment may be added, deleted or edited by 6:00 p.m. CT at least 1 day prior to the Payment Date. Modification of a recurring Transfer instruction will affect all future Transfers associated with that instruction. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

**19. Limitation of Liability.**

(a) Except as otherwise stated in the Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (i) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (ii) your negligence or breach of any agreement with us; (iii) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (iv) any error, failure or delay in the transmission or delivery of data records or items due to a breakdown in any computer or communications facility; (v) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage, or acts of God; (vi) causes beyond our reasonable control; (vii) the application of any government or funds-transfer system rule, guideline, policy or regulation; (viii) the lack of available funds in your Account to complete a transaction; (ix) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (x) your failure to follow our Service instructions. (xi) Your failure to safeguard your identifying information, such as your User ID and other authentication required for access to the Business Internet Banking, such as Password, Tokens, Image Recognition, and answers to Challenge questions, or corruption of your computer or communications equipment or related software by any virus. There may be other exceptions to our liability, as stated in your Account Agreement or agreements governing Other Services with us.

(xi) We will not be responsible under any circumstances for special, indirect, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs, losses or other damages resulting from our actions and/or omissions, whether the claim is in contract, tort or under any other legal theory, will not exceed the average monthly charge for one month of the Services rendered to you under this Agreement, based on the fees charged during the six month period prior to the event giving rise to your claim.

(xii) Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Services-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with Services rendered under this Agreement.

(xiii) You acknowledge that fees for the Services have been established in contemplation of (i) these limitations on our liability; (ii) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (iii) your agreement to assist us in any loss recovery effort.

**20. Indemnification.** You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of

any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.

**21. Arbitration.** At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in accordance with the terms of your deposit agreement with us.

**22. Statements and Notices.**

(a) Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line.

(b) You agree to notify us immediately if you discover: (i) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (ii) unauthorized transactions involving any account; (iii) a breach in the confidentiality of the Security Codes or User Guide; or (iv) other problems related to the Services. You expressly agree to provide us with **written notice** of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time not to exceed 15 days from the date you first discover the problem **or receive information reflecting the problem, whichever occurs first (the "Notice")**. If you fail to provide us Notice within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss on interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give Notice.

(c) Notices we send to you under this Agreement may be mailed or sent to you electronically at the statement, email, or mailing address shown for you under your Account Agreement or in connection with this Agreement. Notices from you to us must be mailed or delivered to us at CrossFirst Bank, 4707 W 135<sup>th</sup> St., Leawood, KS, 66224, or by fax at 913-327-1214. If faxing us a notice you must first call your designated account officer to advise us about the incoming fax.

**23. Your Records.** This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

**24. Termination.** You or we may terminate the Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Security Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of the Agreement will not affect the rights or obligations of the parties that arise prior to termination.



**25. Company Administrator** The Company will assign an individual the role of Administrator for the Business Internet Banking system (exhibit A). The Administrator will have full responsibility for adding and/or editing users within the system. Company agrees to promptly notify Bank in writing of any change to the authorized Administrator.

### **Specific Services**

#### **Payment Disbursement Services**

##### **1. Positive Pay.**

(a) Positive Pay Services will allow us to compare items received for payment on your relevant account(s) (“Items”), against the item issue listings that you provide to us (your “Issue File”). Your Issue File must comply with the criteria, operating procedures or Rules we establish from time to time. Any Items received by us and not matched against your Issue File will be considered “Exceptions.” We will make available to you a daily report of Exceptions. That process will list the serial number of each Exception and the amount for which it has been encoded. You understand that report information is subject to the limitations of high speed equipment used to capture the information, the quality of the underlying Items not being sufficient for accurate scanning, and scanning errors made by others.

(b) You are responsible for the adequacy and accuracy of your Issue File and for providing the most current available version of it to us before our receipt of the Items listed thereon. If you believe that any Exception should be paid or returned, you must notify us prior to the Exception Report Deadline (11:00a.m. Central time) by entering either pay or return in the exceptions handling option within the Business Internet Banking platform. Unless you provide timely notification, we may return all Exceptions stamped with a reason deemed appropriate by us in the circumstances. If your notification only refers to certain Exceptions, all other Exceptions may be returned. All Items matching your Issue File and all Exceptions that you indicate should be paid will be considered properly payable and charged to your relevant account and shall be deemed authorized by you and in accordance with these Terms. The foregoing notification deadline also establishes the standard by which you will be considered to have exercised reasonable promptness with regard to the daily report, which will be considered a statement of account under the Uniform Commercial Code (“UCC”). We will process Items covered by Positive Pay Services in good faith and with ordinary care in the circumstances (which include the procedures set forth in this and the preceding paragraph). Procedures in place for non-Positive Pay Items will not be applicable in determining whether we have satisfied the foregoing responsibilities.

(c) We agree to follow your instructions with regard to paying Items in accordance with the preceding paragraphs. You agree that we will not be otherwise responsible for the authenticity or alteration of Items, or for the presence or validity of signatures, dates, or amounts thereon. You understand that Positive Pay Services are not equivalent to, and do not replace, stop payment orders.

**2. Account Reconciliation.** Account Reconciliation Services may enhance your ability to reconcile the activity in your accounts.

#### **Depository Services**

##### **3. Lockbox Services.**

(a) Lockbox Services will be provided in accordance with the lockbox procedures we have established for your account, as in effect from time to time (we will confirm the procedures that are in effect on request). To the extent that our standard procedures impose obligations on you, you agree to comply with those obligations or Rules. You agree that your incoming work shall comply with the minimum processing requirements we specify from time to time.

(b) We may, but are not required, to endorse all remittances as follows: "Credited to the account of the within named payee in accordance with payee's instructions. CrossFirst Bank Leawood, KS". We are further authorized to supply any additional endorsement necessary to any remittance returned by the drawee bank for the reason that the payee's personal endorsement is required.

(c) Bank is not expected to process or forward any non-payment mail to customer, except for (i) Customer comment letters or directions and (ii) documents of a legal nature or other official notifications received at the Address. Bank shall use reasonable efforts to include these non-payment items as part of the images of that day's lockbox work, but shall incur no liability for its failure to include these non-payment items on any day.

(d) Bank will pick up and process mail from the Box at least once each day that the Bank is open for business ("**Banking Day**"). Bank will remove and examine all envelopes received through the Address. Except for non-payment items, items in each envelope will be scanned and such images will be made available to the Company. Except as provided elsewhere in this agreement, Bank shall endorse all checks and equivalent items and deposit those items into the Account on the Banking Day that the items are obtained from the Post Office. The processing of the mail will be handled as follows:

- a. *Foreign Items.* Instruments payable in foreign money will not be included in the day's deposit into the Account. Foreign items will be sent for collection and will be deposited as cash into the Account on the day collected. Detail information accompanying the foreign item, including an image of the foreign item itself, will be provided to the Company on the Banking Day the item is received by the Bank. Any foreign item will be clearly marked as having been sent for collection.
- b. *Dates.* Bank is not expected to look at the dates on a check and may deposit any check on behalf of the Company regardless of the date on the check, even if the date is missing.
- c. *Missing Signatures.* Should a check be missing a drawer signature, the Bank may mark the check asking the payor bank to obtain a signature, and deposit the check as normal.
- d. *Payment in Full.* Bank shall deposit all checks received for the Company regardless of "Payment in Full" or other similar notations on the check.

(e) Substantial compliance with our standard lockbox/remittance procedures shall be deemed to constitute the exercise of due care; provided, however, that occasional unintentional deviations from the standard procedures shall not be deemed a failure to exercise due care in respect of the transactions in which the deviations occur. Failure to exercise due care shall not be inferable by reason of the loss of an item without an additional showing of negligence on our part. Without limiting the generality of the foregoing, you agree that we shall have no liability for depositing and/or endorsing exception items on your behalf. Exception items include, but are not limited to, items that are unsigned,

items that are undated, post-dated or stale dated, items where the payee line is blank or does not match your name, items containing inconsistent amounts, and items that bear paid-in-full or similar notations.

#### **4. Remote Deposit Capture.**

- (a) Remote Deposit Capture Services will consist of us processing, as further described below, checks that you receive and transmit to us for processing as check images. By submitting an image to us, you are authorizing and instructing us to accept that item for deposit to your account. Our Services will include: (i) arranging for a host system to receive electronic image and data files that you transmit of checks made payable to you; (ii) converting such files to depository files; (iii) serving as the collecting bank with respect to the items reflected in such files; (iv) providing electronic access to the image files for your transactions; and (v) standard reports. We are not responsible for processing your deposit images and data until they are actually acknowledged by us. You understand that the Services are subject to certain usage and dollar volume limits that we may establish for you from time to time. We may refuse to process in excess of those limits (we will inform you of those limits on request). You agree not to submit checks that are drawn on an account owned by you or any affiliated person or entity or checks that are drawn on or are from institutions located outside the United States.
- (b) We may sell hardware identified in a separate written quotation. Prices indicated do not include, and you agree to pay relevant sales/use taxes. Payment of the hardware purchase price is due, and title and risk of loss pass to you, on delivery. If we have provided you with hardware, you understand that we are not the manufacturer of the hardware. We shall have no liability whatsoever for personal injury (including death) or property damage caused by the hardware. The hardware is provided AS IS. Provided that you remain current in your monthly fees, and subject to manufacturer availability, we will promptly replace the hardware if it is defective and returned to us. If you believe the hardware is defective, call your Service Representative. Prior to authorizing a replacement, we may attempt to diagnose the problem over the phone and verify that it is not possible to affect a remote fix. Provided that the hardware has not been abused, misused or cared for improperly, replacement will be at a reduced cost to you. If the hardware is lost or damaged by you, has been abused, misused or cared for improperly, replacement will be at its full replacement price. If the hardware is returned without the corresponding power pack and cable, you agree to pay for replacement of the appropriate power pack and cables.
- (c) You: (i) are responsible for the accurate scanning of your checks, for the results of your use of the Services and for submitting accurate, complete and readable files to us; (ii) shall assure that checks are properly endorsed before or during scanning (unless agreed upon otherwise an endorsement shall be applied by the scanner or system, but you understand and agree that you assume all risk of loss arising there from); (iii) shall not submit files to us that contain information which duplicates information you previously provided to us or that contain information with respect to checks that you have previously transferred to, deposited with or attempted to clear through a third party; (iv) shall assure that the images you create accurately represent all of the information on the front and back of your checks, including all endorsements; (v) shall not alter any data you send so that it does not accurately reflect the checks referenced in the image files sent to us; (vi) shall retain the original scanned checks in a secure setting for a reasonable period (no less than thirty (30) days and no more than one hundred eighty (180) days after the image is sent to us), shall assure that such checks are not deposited or processed a second time and shall make such checks available to us upon request;

(vii) shall completely and securely destroy the original checks following the retention period in clause (vi), unless doing so would be a violation of law, rule or regulation; (viii) agree that all data you transmit reflects the result of bona fide business transactions between you and your customer and no such entries are, directly or indirectly, for the benefit of any third party, whether in a service bureau or other context; (ix) are prohibited from using our Services in any manner or in furtherance of any activity that constitutes a violation of any law or regulation or that may reasonably be expected to subject us or our subcontractors to investigation, prosecution or legal action; and (x) agree to receive, resolve and respond to consumer-alleged errors under applicable laws, rules and regulations. If an item is returned to us, we may make the return to you in the form of a substitute check (or a paper or electronic representation thereof). As to each item reflected in a check image deposit, you further warrant to us that: (i) you are a person entitled to enforce the item or authorized to obtain payment of the item on behalf of a person entitled to enforce the item; (ii) the item has not been altered; (iii) the item bears all endorsements applied by parties that previously handled the item, in paper or electronic form, for forward collection or return; and (iv) no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item, the original item, or a paper or electronic representation of the original item such that the person will be asked to make payment based on an item it already has paid. You further make all the warranties set forth in and subject to the terms of 4-207 of the UCC for each item as if it were an item subject to the UCC and you make the warranties set forth in and subject to the terms of §229.34(c) and (d) of Federal Reserve Regulation CC for each item as if it were a check subject to that section. You must complete transmission of your transaction data to our host prior to the Cut-Off (see our Processing Schedule at the end of these Terms), in order for such transactions to be processed on the same day. If there is a discrepancy between this Cut Off time and the cut off time disclosed in the Commercial Deposit Agreement, this cut off time (set forth in the Processing Schedule) will control.

- (d) In using the Services you will be creating electronic files of sensitive information of the persons and entities that deliver checks to you. You are responsible for protecting your computer systems and those files against inappropriate access (that protection may require the use of multifactor authentication, dual control access and other methods). You bear the risk of loss or alteration of information in transit from your systems to ours.
- (e) You understand that we may monitor any or all transactions submitted hereunder. We may also conduct reviews, audits and investigations related to your use of the Services and compliance with these Terms and the Operating Procedures. You agree to cooperate as reasonably requested in connection with those reviews, audits and investigations.
- (f) **Reclear Returned Checks.** You authorize us to automatically attempt to reclear checks deposited in a relevant account which are returned for insufficient or uncollected funds. Checks deposited and returned for any other reason will not be automatically recleared. You understand this procedure will delay the actual return of a deposited check which is returned the second time. Checks may or may not be converted to an electronic Automated Clearing House entry.

#### **Electronic Transaction Services**

**(g) Automated Clearing House (“ACH”) (General).**

1. *NACHA Operating Rules and Guidelines* (the *Rules*). The Company has access to a copy of the *Rules*, acknowledges receipt of a copy, or may purchase a copy if they so desire. The Company agrees to comply with and be bound by the *Rules*. In the event the Company

violates any of the applicable *Rules* and NACHA imposes a fine on the Bank because of the Company's violation, the Bank may charge the fine to the Company. The Bank agrees to inform the Company of revisions to the *Rules* of which the Bank has knowledge.

2. *U.S. Law.* It shall be the responsibility of the Company to ensure the origination of ACH transactions complies with U.S. law.
3. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.
4. *Security Procedures.*
  - (a) The Company and the Bank shall comply with the security procedure requirements described in the attached Schedule [A] with respect to Entries transmitted by the Company to the Bank. The Company acknowledges that the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between the Bank and the Company for the detection of any such error.
  - (b) The Company shall establish, maintain, and as appropriate, update commercially reasonable security policies, procedures, and systems ("measures") related to the initiation, processing and storage of Entries to safeguard against unauthorized transmissions, network infections, and breaches of Protected Information, which is the non-public personal information, including financial information, of a natural person used to create or contained within, an Entry and any related Addenda Record. The Company warrants that such measures will include, but not be limited to, security technology (e.g. secure web-servers) that provides a minimum level of security equivalent to 128-bit RC4 encryption technology for the entry and transmission of Entries over the Internet, and network security to safeguard account information and access from unauthorized parties. Schedule [A] outlines additional requirements.

Additionally, The Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the security procedures detailed in Schedule [A]. If the Company suspects that any such information or instructions are accessed by unauthorized persons, the Company will notify the Bank immediately. The occurrence of unauthorized

access will not affect any transfers made in good faith by Bank prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

5. *Processing, Transmittal and Settlement by the Bank.*

- (a) Except as provided in Section 4, CrossFirst Bank shall (i) process Entries received from the Company to conform with the file specifications set forth in the *Rules*, (ii) transmit such Entries as an ODFI to the Federal Reserve (the "ACH Operator"), and (iii) settle Entries as provided in the *Rules*.
  
- (b) The Bank shall transmit such Entries to the ACH Operator by the deadline set forth in the attached Schedule [B] one business day prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by the Bank related cut-off time set forth in attached Schedule [B] on a business day, (ii) the Effective Entry Date is at least 1 day after such business day, and (iii) the ACH Operator is open for business on such business day, e.g. excluding Federal Holidays. For purposes of this Agreement, Entries shall be deemed received by the Bank, in the case of hand-delivered files, and in the case of electronic file transmission, when the transmission is completed as provided in Schedule [B].
  
- (c) An ACH TRANSMITTAL FORM will be forwarded to the Operations Department at the Bank containing the number of items and total dollars of the ACH File promptly after submission of the ACH file. If the ACH Transmittal form is not received promptly the Bank reserves the right to not process the file until such time that the validity of the file can be confirmed.
  
- (d) If any of the requirements of clause (i), (ii), or (iii) of Section 5(b) are not met, CrossFirst Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

6. *On-Us Entries.* Except as provided in Section 7, in the case of an Entry received for credit or debit to an account maintained with CrossFirst Bank (an "On-Us Entry"), the Bank shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 5(b) are met. If either of those requirements is not met, the Financial Institution shall use reasonable efforts to credit or debit the Receiver's account on the next business day following such Effective Entry Date.

7. *Rejection of Entries.* The Bank shall reject any Entry which does not comply with the requirements of Section 33 or Section 4, or which contains an Effective Entry Date more than 1 day after the business day such Entry is received by the Bank. The Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the *Rules*. The Bank shall have the right to reject any Entry if the Company has failed to comply with its account balance obligations under Section 13. The Bank shall notify the Company by electronic transmission or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by the Financial Institution to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. The Financial Institution shall have no liability to the Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

In the event that any Entries are rejected by the ACH Operator for any reason, it shall be the responsibility of the Company to remake such Entries. Should the file be rejected due to an error caused by the Bank, the Bank shall be responsible for remaking the file. In such a case, the Company will supply sufficient information, as required in Section 24, to allow the Bank to recreate the entries for up to five (5) business days after midnight of the settlement date.

8. *Cancellation or Amendment by Company.* The Company shall have no right to the cancellation or amendment of any Entry after its receipt by the Bank. However, the Bank shall use reasonable efforts to act on a request by the Company for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account. The Company shall reimburse the Bank for any expenses, losses, or damages the Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.
9. *Notice of Returned Entries.* The Bank shall notify the Company by electronic transmission or in writing of the receipt of a returned Entry from the ACH Operator no later than two business days after the business day of such receipt.
10. *Notifications of Change.* The Bank shall notify Company of all Notifications of Change received by the Bank related to Entries transmitted by the Company by electronic transmission no later than two (2) banking days after receipt thereof. The Company shall ensure that changes requested by Notifications of Change are made within six (6) banking days of the Company's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later.
11. *Reinitiation of Entries.* The Company may not reinitiate Entries except as prescribed by the *Rules*.

12. *Payment by Company for Entries; Payment by ODFI for Entries.*

- (a) The Company shall pay the Bank the amount of each credit Entry (including On-Us Entries) transmitted by the Bank pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry as the Financial Institution, at its discretion, may determine.
  
- (b) The Company shall pay the Bank the amount of each debit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.
  
- (c) The Bank shall pay the Company the amount of each debit Entry (including On-Us Entries) transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as the Bank, at its discretion, may determine.
  
- (d) The Bank shall promptly pay the Company the amount of each credit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.

13. *The Account.* The Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the account(s) of the Company identified in the attached Schedule [C], and shall credit the account for any amount received by the Bank by reason of the return of an Entry transmitted by the Bank for which the Bank has previously received payment from the Company. Such credit shall be made as of the day of such receipt by the Bank. The Company shall at all times maintain a balance of available funds in the account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the account to cover the Company's obligations under this Agreement, the Company agrees that the Bank may debit any account maintained by the Company with the Bank or any affiliate of the Bank or that the Bank may set off against any amount it owes to the Company, in order to obtain payment of the Company's obligations under this Agreement.

Upon request of the Bank, the Company agrees to promptly provide to the Bank information pertaining to the Company's financial condition. The Bank reserves the right to pull a credit report at any time to evaluate the Company's ongoing financial condition.

14. *Account Reconciliation and Periodic Statement.* The periodic statement issued by the Bank for the Company's account will reflect Entries credited and debited to the Company's account. The Company agrees to notify the Bank promptly of any discrepancy between the



Company's records and the information shown on any such periodic statement. If the Company fails to notify the Bank within 30 days of receipt of a periodic statement, the Company agrees that the Bank shall not be liable for any other losses resulting from the Company's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If the Company fails to notify the Bank within 60 days of receipt of a periodic statement, the Company shall be precluded from asserting such discrepancy against the Bank.

15. *Company Representations and Agreements; Indemnity.* The Company agrees that (a) each person shown as the Receiver on an Entry received by the Bank from the Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by the Bank as provided herein, (c) Entries transmitted to the Bank by the Company are limited to those types of Entries set forth in this Agreement, (d) the Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) the Company shall be bound by and comply with the *Rules* as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver. The Company shall indemnify the Bank against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

16. *Bank Responsibilities; Liability; Limitations on Liability; Indemnity.*

(a) The Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. The Bank shall not be responsible for the Company's acts or omissions (including without limitation to the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the Company) or those of any other person, including without limitation to any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation to the return of an Entry by such Receiver or Receiving Depository Financial Institutions), and no such person shall be deemed the Financial Institution's agent. The Company agrees to indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that the Bank is responsible for, any act of omission by the Company or any other person described in this Section.

- (b) The Bank shall only be liable for the Company's actual damages due to claims arising solely from the Bank's obligations to the Company with respect to Entries transmitted pursuant to this Agreement. In no event shall the Bank be liable for any consequential, special, punitive or indirect loss or damage that the Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from the Bank acts or omissions pursuant to this Agreement.
  
- (c) The Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if the Bank reasonably believes it would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
  
- (d) The Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At the Bank's option, payment of such interest may be made by crediting the Account.

17. *Compliance with Security Procedures.*

- (a) If an Entry (or a request for cancellation or amendment of an Entry) received by the Bank purports to have been transmitted or authorized by the Company, it will be deemed effective as the Company's Entry (or request) and the Company shall be obligated to pay the Bank the amount of such Entry (or request) even though the Entry (or request) was not authorized by the Company, whether or not the Bank acted in compliance with the security procedure referenced in Schedule [A]. If signature comparison is to be used as a part of that security procedure, the Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of the Company and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

18. *Inconsistency of Name and Account Number.* The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by the Financial Institution in the case of

an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances.

19. *Payment for Services.* The Company shall pay the Bank the charges for the services provided for herein set forth in Schedule [D]. The Bank shall provide the Company written notification of changes in fees and services 30 calendar days prior to such changes going into effect. Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in this Agreement between the Bank and the Company with respect to the Account.
  
20. *Amendments.* From time to time the Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in the Bank's notice to the Company.
  
21. *Notices and Instructions.*
  - (a) Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.
  
  - (b) The Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule [C] attached hereto. The Company may add or delete any Authorized Representative by written notice to the Bank signed by at least two Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of the Bank's receipt.
  
  - (c) Except as otherwise expressly provided herein, any written Agreement shall be delivered, or sent to the following unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received:

Attention: Treasury Department

Address: 4707 W 135<sup>th</sup> St

City, State, Zip: Leawood, KS 66224

And, if to Company, addressed to:

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

22. *Data Retention.* The Company shall retain data on file adequate to permit remaking of Entries for 90 days following the date of their transmittal by the Bank as provided here, and shall provide such data to the Bank upon its request.
23. *Third Parties.* The Company shall enter into contract with and assume full liability for any action made by any Third-Party Processor used by the Company at its discretion to initiate Entries on its behalf. The Company will notify the Bank of the use of any Third-Party.
24. *Reversing Entries.* The Company shall notify the Receiver that a reversing Entry has been transmitted to the Receiver's account no later than the Settlement Date of the reversing Entry. This notification may be made by the Company's method of choice (fax, telephone, etc.).
25. *Audit.* The Bank has the right to audit the Company's compliance with the *Rules*, U.S. law, and Financial Institution policies.
26. *Termination.* The Bank reserves the right to suspend or terminate this Agreement for breach of any of the *Rules* or other violation of this Agreement in a manner that permits the Bank to comply with the *Rules*. Termination is effective immediately upon written notice of such termination to the Company. Any termination of this Agreement shall not affect any of the Bank's rights or the Company's obligations with respect to Entries transmitted prior to

such termination, or the payment obligations of the Company with respect to services performed by the Bank prior to termination. The Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of the Bank's receipt of written notice of such termination or such later date as is specified in that notice.

27. *Cooperation in Loss Recovery Efforts.* In the event of any damages for which the Bank or the Company may be liable to each other or to any third-party pursuant to the services provided under this Agreement, the Bank and the Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against any third-party.
28. *Entire Agreement.* This Agreement, including the Schedules attached hereto, together with the Account Agreement, is the complete and exclusive statement of the Agreement between the Bank and the Company with respect to the subject matter hereof and supersedes any prior Agreement(s) between the Bank and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein would result in a violation of any present or future statute, regulation or government policy to which the Financial Institution is subject to, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability to the Company as a result of such violation or amendment.
29. *Non-Assignment.* The Company may not assign this Agreement or any of the rights or duties hereunder to any person without the Bank's prior written consent.
30. *Waiver.* The Bank may waive enforcement of any provisions of this Agreement. Any such waiver shall not affect the Bank's rights with respect to any other transaction or modification of the terms of this Agreement.
31. *Binding Agreement; Benefit.* This Agreement shall be binding upon and to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or the Company hereunder.

32. *Severability.* In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**(h) ACH Debit Blocking or Filtering.** ACH Blocking or Filtering Services provide a way for you to request that some or all ACH entries against your relevant account(s) be blocked (depending on your selection). Unless mutually agreed otherwise, blocked entries will be returned with the return codes we specify. Company will provide a list of authorized company ID's allowed to initiate ACH items against the companies account. The Company will authorized individuals to make pay and/or return decisions on its behalf for all ACH debit transactions which are presented as exceptions from ACH Debit Filter processing in the Business Internet Banking platform. Further, Customer agrees that CrossFirst Bank (Bank) may rely on the pay or return decisions from these individuals.

All pay or return response should be received by 11:00 a.m. In the event that an exception decision is not received by Bank, before 12:00 Noon on the business day the exception is communicated, the ACH debit transaction will be returned.

It will be the responsibility of Company to notify the Bank of changes to the Approved Contact List.

**(i) Wire Transfer.** Our wire transfer services allow you to give us instructions to transfer funds (including amendments and cancellations thereof) ("Payment Orders"). We are authorized to honor, execute and charge your account(s) without restriction or limitation other than as set forth on your setup documentation.

- a. Terms and Conditions.** Customer agrees to submit wire transfer requests (the "Request") to the Bank in accordance with the terms and conditions of this Agreement. In all other respects, the terms and conditions of Customer's Deposit Agreement with the Bank supplement this Agreement and apply to any such Request. If there is a conflict between these Agreements, this Agreement shall control with respect to wire transfers.
- b. Service Description.** Customer authorizes the Bank to transfer funds to and/or from any accounts which are designated in the properly completed and signed forms attached to this Agreement. The Bank, subject to its then current security procedures, will execute wire transfers in accordance with Requests from authorized customer representatives ("Authorized Representatives") whether such Requests are written, oral, telephonic, or via the internet (except as mode of Request is limited by written Agreement). Funds must be available in the account specified in the Request at the time the Request is made. The Bank will not search for funds in accounts other than the one(s) specified in the Request.
- c. Fedwire Notice.** In connection with Customer's use of this service, Bank notifies Customer of the following:
  - (1) Bank may use Fedwire when acting upon Customer's Request.
  - (2) Any subsequent Bank may use Fedwire, or any other service required, when carrying out Customer's Request.

(3) The Rights and obligations of Bank and Customer in a wire transfer intended to carry out Customer's Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.

d. **EFTA.** This Agreement is not applicable to any aspect of a funds transfer if that part of the transfer is governed by the Electronic Funds Transfer Act, as amended.

## 2. **RESPONSIBILITIES.**

- a. **Security.** Customer agrees the Bank's security procedures recorded on this Agreement are commercially reasonable. Customer will submit Wire Requests thru the Business Internet Banking platform using an assigned token for the approval process. If a wire request is received outside the Business Internet Banking platform, the Bank will perform verification in the form of a call back to an authorized signer on the account. Customer agrees Bank will use such procedures to detect an unauthorized Request prior to accepting Customer's Request. Customer furthermore agrees any Request acted upon by Bank in compliance with these security procedures, whether or not authorized by Customer, shall be treated as Customer's authorized Request. Customer acknowledges the Bank reserves the right to change its security procedures from time to time.
- b. **Passwords and Tokens.** The Bank will assign to the Customer one or more confidential tokens to be used in approving wire transfers. Customer agrees to protect, passwords, security tokens, and any other security procedures to ensure the confidentiality of same. Security Procedures shall be made known only to the Authorized Customer Representative to whom they have been assigned. Customer shall immediately notify the Bank of any breach of security measures including, without limitation, the actual or suspected misuse, loss, misplacement or unauthorized disclosure of the same.
- c. **Recording and Records.** Customer authorizes Bank, at Bank's discretion, to electronically record all telephone calls between Bank and any person acting on Customer's behalf, and to keep those recordings as long as Bank considers it necessary. Customer assumes the duty of obtaining the required consents from its Authorized Representatives for these recordings. If Bank's records regarding a Request are different than Customer's records, Bank's records will govern. Bank's records include its written records and any tape recordings about wire transfers.
- d. **Payment to Bank.** Unless otherwise agreed to in writing, Customer must pay Bank the amount of the wire transfer, plus any applicable fees, before Bank will execute Customer's Request. Customer hereby authorizes the Bank to charge Customer such reasonable wire transfer fees as the Bank may impose in accordance with its customer pricing policies, as well as any direct or indirect transfer charges incurred by the Bank arising out of the Bank's execution of Customer's wire transfer instructions. Fees are subject to change from time to time at the sole discretion of Bank.
- e. **Acceptance and Execution of Request by Bank.** Customer's Request is considered accepted by Bank when request is processed. Customer acknowledges the Bank maintains deadlines for accepting wire transfer requests. The current deadline to receive instructions is 4:00 p.m. Central time, Monday through Friday, for processing on the same business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Bank. The Bank shall use its best efforts to process all

instructions given to the Bank before the daily deadline. The Bank shall not be responsible to Customer or others for delays in processing, including delay until the Bank's next business day for instructions received after the stated processing deadline. No instructions or other restrictions limiting Bank's acceptance of Customer's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by Customer.

- f. Rejection of Wire Transfer.** Bank has no responsibility to accept any incoming wire transfer for Customer's benefit. Likewise, Bank may reject Customer's Request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request; or if Bank is unable to verify the authenticity of Customer's Request. Bank will notify Customer by phone or mail if it rejects the Customer's Request.
- g. Cancellation or Amendment of Wire Transfer Request.** Customer may not be able to cancel or amend a Request after the request is received by Bank. However, Bank may, at its discretion, use reasonable efforts to act on Customer's Request for cancellation or amendment, provided the method by which Customer notifies Bank of the cancellation or amendment request complies with Bank's security procedures. However, Bank shall have no liability if such cancellation or amendment is not affected. Furthermore, Customer agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the wire transfer.
- h. Repetitive Transfers.** If Bank or Customer determines Requests have become repetitive, Bank may assign a repetitive number to Customer's Request. If Bank does so, Customer may utilize such number as part of an expedited procedure in communicating such Requests to Bank in the future. Bank may execute Requests containing this number.
- i. Erroneous Requests.** Customer acknowledges and agrees Payment may be made solely on the basis of the account number and other information provided by the Customer, even if the account number identifies a beneficiary different from the beneficiary named by Customer. Customer furthermore agrees its obligation to pay the amount of the wire transfer to Bank is not excused in such circumstances. Likewise, wire transfers received by the Bank for Customer's benefit may be credited to Customer by Bank solely on the basis of account number listed on the incoming wire transfer request. Customer agrees Bank shall not be responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.
- j. Account Statements.** All wire transfers will be reflected on Customer's periodic bank statement. In some cases Bank will also notify Customer in writing, electronically, or via



report produced by one of Bank's information reporting services. It is the Customer's responsibility to review each statement or other such Bank notice for any discrepancies in connection with wire transfers. If Customer believes a wire transfer is incorrect or needs more information regarding a wire transfer, Customer must contact Bank, in writing, upon discovery of the error or within 14 days after Customer receives the first notice or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate Customer for the amount of an unauthorized or erroneous wire transfer.

- k. Method Used to Make the Wire Transfer.** Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems or Fedwire. Customer hereby authorizes the Bank to, at the Bank's discretion, process wire transfers in any order convenient to the Bank. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, acts of God, or other circumstances not within Bank's control.
  
- l. Authorization Changes.** Customer agrees only those persons authorized on the Wire Transfer Authorization Agreement ("Authorization") attached to this Agreement may initiate and/or verify Requests with Bank. Furthermore, wires may be initiated only from the account numbers designated on the Authorization. Changes by Customer to any information supplied to Bank or any changes in the designated account numbers or authority of the persons named on the Authorization shall not be binding upon Bank until Bank has received actual written notice of the changes at the address of Bank shown below and has had reasonable time to implement them. It is the Customer's responsibility to retrieve any security codes or tokens from its employees no longer authorized to request Wire Transfers.
  
- m. Foreign Country Transfers.** Customer authorizes the Bank to transmit funds to a foreign country either in U.S. dollars or in other available currency as Customer requests for international wire transfers. Customer acknowledges it may not be within the Bank's control to cause payment to the final recipient to be made in the currency selected by Customer. Customer agrees to assume the risk of any loss due to the rate of exchange between currencies. The Bank will only receive transfers in U.S. dollars. Therefore, all other currencies will be converted at the prevailing market rate of exchange upon receipt into the U.S.

### **3. LIABILITY.**

- a. Duty of Reasonable Care.** Bank shall exercise good faith and reasonable care in processing Customer's wire transfers. Customer shall similarly exercise good faith and

reasonable care in observing and maintaining security procedures, in communicating wire transfer Requests to Bank, and in reviewing bank statements or notices for any discrepancies. Customer is responsible for ensuring the accuracy of Requests and Bank has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of Requests containing erroneous information.

- b. Liability of Bank.** Bank shall be liable for Customer's lost interest and Customer's expenses directly related to Customer's Request if Bank fails to exercise ordinary care. Bank is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits or legal fees) of any kind. Compensation for loss of interest or use of funds will be, at Bank's option, in the form of an adjustment to Customer's account(s) based on the Customer's resulting average account balance had no error or delay occurred, or by a direct credit to Customer's account, not to exceed Bank's actual cost of funds for the period and amount in question. The adjustment will be computed on a daily basis.
- c. Liability of Customer.** Customer shall be liable for any loss or damages resulting from Customer's breach of this Agreement or to which Customer's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Customer's current and/or former Authorized Representatives. Such liability includes instances when a current or former Authorized Representative affects one or more wire transfers to Customer's detriment. Customer agrees to indemnify and hold harmless the Bank from and against any and all claims, demands, expenses (including reasonable attorney's fees and actual expenses), losses or damages incurred by or asserted against the Bank by any third party, arising out of any payment order governed by the terms hereof.

#### **4. GENERAL.**

- a. Waiver and Severability.** Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances, is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any person or set of circumstances, is not impaired or otherwise affected.
- b. Termination.** This Agreement may be terminated in the following circumstances:

  - 1. Either party may terminate this Agreement with or without cause by giving 30 days prior written notice. Such termination shall not affect transfers made prior to receipt and implementation of the termination notice.

2. Notwithstanding Paragraph 4(c)(1), Bank may terminate this Agreement immediately at any time upon telephone notification to an Authorized Representative, followed by written notification, if (A) Bank reasonably deems itself insecure, (B) Customer has breached this Agreement, or (C) Bank becomes aware of information which may indicate illegal or improper transactions.

## 26. Miscellaneous Terms.

(a) Amendments. We may amend (add to, delete or change) the terms of this Agreement, the Service fees, and User Guides by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

(b) Kansas Law. This Agreement will be governed by and construed in accordance with the laws of the state of Kansas, without reference to Kansas's conflict of law provisions.

(c) Compliance with Laws. You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). The rights, duties, and liabilities of parties to this Agreement shall be subject to Uniform Commercial Code Article 4A as in effect in Kansas and as amended there from time to time. If any part of a wire transfer involves the use of Fedwire, the rights and obligations of Bank and Customer regarding that wire transfer are governed by Regulation J of the Federal Reserve Board.

(c) Entire Agreement. This Agreement supplements (and supersedes where inconsistent) the terms of your Account Agreement. Together, they constitute the entire agreement between you and us with respect to the Services.

(d) Financial Review. You agree to provide us with a financial statement or information on your financial condition upon our request.

(e) Monitoring of Communications. You agree on behalf of yourself, your employees and agents that we **may monitor and record your telephone and electronic communications** in connection with the Services at any time, without further notice to you or any party to the communication.

(f) No Assignment. We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

(g) No Third Party Beneficiaries. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

(h) No Third Party Use. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

(i) Overdrafts. When you transmit a Transfer request to us, you authorize us to charge your designated Account for the amount indicated. If your Account does not have sufficient available

funds, we may reject the request. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each Transfer request presented against insufficient available funds.

**(j) Security Interest.** You grant us a security interest in your Account or Accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

**(k) Validity.** If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

**(l) Waivers.** Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

**(n) Attorney's Fees.** In the event of litigation concerning the subject matter of this Agreement, each party is responsible for its own legal and attorney's fees.

**In Witness Whereof, the parties hereto have caused this Agreement to be duly executed, agree to be bound by its terms, and each of these procedures/agreements, as well as any amendments we provide to you from time to time.**

**The following accounts are included:**

**Company:**

**CrossFirst Bank®**

**By:** \_\_\_\_\_  
**Signature of Authorized Representative**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Print name of Authorized Representative**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
**Print Title of Authorized Representative**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_