Confidential

OTR Thread Business Deposit Account Agreement

Last updated: March 27 2026

Please read this OTR Deposit Account Agreement (the "Agreement") carefully and retain it for your future reference. This Agreement contains the general terms, conditions and disclosures related to the demand deposit account (the "Account") made available to eligible businesses by OTR Capital, LLC d/b/a OTR Solutions. ("Program Partner"), the program partner responsible for managing the Account program, in partnership with Thread Bank, a bank chartered under the laws of the State of Tennessee (the "Bank").

When you see the words "we," "us," or "our" in this Agreement, it refers to the Bank any of the Bank's affiliates, successors, or assignees. When you see the words "you" or "your," it refers to each sole proprietorship, corporation, unincorporated association, limited liability company, limited liability partnership, or partnership ("Business Entity") who opens an Account (as defined below) and in whose name an Account is maintained on our records, and any joint owner of each Account. "Account" means your business demand deposit account with us.

By opening and continuing to hold an account with us, you agree to be bound by this Agreement and are establishing a deposit account at Thread Bank. Your deposits qualify for up to a $3,000,000 in FDIC insurance coverage when placed at program banks in the Thread Bank deposit sweep program. Your deposits at each program bank become eligible for FDIC insurance up to $250,000, inclusive of any other deposits you may already hold at the bank in the same ownership capacity. You can access the terms and conditions of the sweep program https://thread.bank/sweep-disclosure/ and a list of program banks at https://thread.bank/program-banks/. Please contact customerservice@thread.bank with questions on the sweep program.

IMPORTANT NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTIONS AND YOUR RIGHT TO A JURY. THE TERMS OF ARBITRATION AND THE WAIVER APPEAR IN THE SECTION OF THIS AGREEMENT TITLED "ARBITRATION AND WAIVERS" BELOW.

1 Account Overview

1.1 How to Contact Us

, You may contact us with any questions or concerns regarding your Account, including to access your statements and transaction history. All communication between you and us will be handled by the Program Partner. The best way to contact us is through email at support@otrclutch.com. You may also contact us by phone at (404) 446-1997 from 8AM - 9PM EST, excluding Federal holidays.

If your debit card, debit card number, or PIN is lost, stolen, or misplaced please email us at info@otrclutch.com . For questions or concerns about any debit card-related suspected errors or unauthorized transactions; or if you would like us to stop a recurring debit to your debit card, please contact us at 1- 833-852-1519.

1.2 Type of Account and Eligibility

The Account is a non-consumer demand deposit account used to hold your business deposits and make certain types of payments and transfers. When we receive the funds that you deposit to your Account, the funds will be held and accounted for so as to be insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance. To open an Account, you must be a Business Entity incorporated in the United States. Other eligibility requirements may apply. This Account may only be used for business purposes and cannot be used for any personal, family or household purposes.

We may set such eligibility criteria or decline to open an Account for any reason permitted by law and at our sole discretion. We are not liable for any Losses (as defined below) resulting from refusal of an Account relationship. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to security and fraud prevention restrictions at any time, with or without notice.

1.2.1 Account Tiers

We offer two (2) types of Account tiers: Tier 1 and Tier 2.

Tier 1 designation is the default designation for all Accounts. Tier 2 designation is at our sole discretion, based on various factors, such as the number of carriers you have in your fleet and transaction volume.

The tier that you are placed in may affect your transaction limitations as set forth in this Agreement. Unless otherwise stated in this Agreement, all terms contained in this Agreement apply equally to both tiers.

1.3 Online or Mobile Access To Your Account

When you open an Account, you may also be enrolled in an online business banking service or mobile application (collectively, "Online Banking Services") offered by the Program Partner that you can use to access your Account, view information about your Account and conduct certain transactions. You may also be given access to various features through the Online Banking Services separate from your Account. If you cancel your enrollment in the Online Banking Services at any time, we may close your Account as detailed below.

Unless otherwise specified in this Agreement, the Online Banking Services and its features are governed by the Program Partner's additional terms of service and other agreements, as well as the Program Partner's privacy policy, which may be provided to you separately or made available through the Program Partner's website, www.otrclutch.com. Please review these documents carefully because by using the Online Banking Services, you agree to be bound by them. These services are not provided or controlled by the Bank or this Agreement.

1.4 Paperless Account

To open an Account, you must agree to go "paperless." This means that you must (a) provide us with and continue to maintain a valid email address and (b) accept electronic delivery of all communications that we need or decide to send you in connection with your Account by agreeing to the Program Partner's Consent to Electronic Communications document, available at https:// otrclutch.com/ terms-disclosure-and-consent/.

1.5 Authorized Users

You may be given the ability to designate individuals ("Authorized Users") who you authorize to access your Account and/or conduct transactions through your Account. By establishing an Authorized User, you understand that any transaction authorization, instruction, or any other action concerning your Account that your Authorized User engages in will be deemed authorized by you and valid and we are under no obligation to investigate the authorization, instruction, or activity. You also agree that you will not hold us liable for acting upon any such authorization, instruction, or activity. We will continue to treat all actions taken by your Authorized User as authorized by you until you revoke the Authorized User's access to your Account by notifying the Program Partner by email as designated above. We also reserve the right to terminate your Authorized User's access to the Account for any reason and without advance notice.

We may ask you to provide additional documentation evidencing the Authorized User's authority to take actions with respect to the Account, such as certified copies of resolutions from your board of directors or other governing body.

To the fullest extent permitted by applicable law, you hereby waive demand, presentment, protest, notice of protest or dishonor, and all other notices relating to any instrument made, drawn, or endorsed in your name, when such instrument is signed, accepted, or endorsed by an Authorized User. You must notify us immediately by email at the email indicated above of any change in the status of any Authorized User. No action taken by us before we receive proper notification in writing of any such change and have had a reasonable period of time to act upon such notice will be affected by any such notice.

1.6 How To Open an Account

You may open an Account by downloading the OTR Clutch mobile application and following the instructions within the application.

Each person completing the Account opening process or otherwise completing any Account opening requirements represents and warrants that he, she or they:

- Are authorized to execute all documents or otherwise complete our requirements in his, her or their stated capacity;
- Have furnished all documents or other information necessary to demonstrate that authority;
- Will furnish other documents and complete other requirements as we may request him, her, or them;
- Certify that, to the best of his, her or their knowledge, all information provided to us, including information concerning beneficial owners, is complete and correct; and
- he, she, or they have read this Agreement and agree to be bound by and comply with its terms.

We may refuse to recognize any resolution or document affecting the Account that appears to us to be incomplete, improperly executed, or fraudulent.

Important information about procedures for opening a new Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information identifying each person who opens an Account, including any Authorized Users who may access an Account. This means that when you open an Account, we will ask for information that allows us to identify you, including your name, legal address, date of birth, Social Security Number or Tax Identification Number, and other information that will allow us to identify you. We also may ask for a driver's license or other identifying documents for your business, Authorized Users, account owners, and your officers, directors, beneficial owners, controlling shareholders and others.

1.7 Minimum Deposits and Balances

There is no minimum deposit required to open an Account and no minimum balance you need to maintain in your Account.

1.8 Interest Disclosures

The interest rate and annual percentage yield on your Account is variable and may change based on the Federal Funds Rate. The interest rate on your account is based on 75% of the midpoint of the federal funds rate target range as established by the Federal Open Market Committee of the Federal Reserve, multiplied by .80. You can access the current interest rate applicable to your Account through the Online Banking Services or by contacting us as specified above.

Interest on your account will be compounded and credited on a monthly basis. If you close your account, you will receive any interest that has accrued as of the date your account is closed.

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate equal to 1/365 of the interest rate to the collected balance in the account each day. Interest will begin to accrue no later than the next business day following the banking day on which the funds were deposited.

1.9 Power of Attorney and Attorneys-In-Fact

We may allow you to give another person (known as an "attorney-in-fact") power of attorney to act on your behalf for your Account. You must obtain written approval from us before we will honor any power of attorney. Email us at the email address specified above for approval if you plan to create a power of attorney. Please be aware that it may take up to two (2) weeks for us to review your request. If approved, we will honor orders and instructions from your attorney-in-fact until (a) we receive a written revocation from you; (b) we are notified that you or your attorney-in-fact have died or become incapacitated; or (c) we terminate our acceptance of the power of attorney. We may terminate our acceptance at any time, for any reason and without notice to you, and you will not hold us liable for any Losses (as defined below) that may result from such action.

1.10 Death or Incapacitation

You agree that if we receive notification or if we have reason to believe that you or any Authorized User has died or become legally incapacitated, we may place a hold on your Account and refuse all transactions until we know and have verified the identify of your heir, devisee or successor. Until we received notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Account. Your estate will be responsible for repaying us for any tax liability resulting from payment of your account balance to your estate. You will hold us harmless for any actions we take based on our reasonable belief that you have died or become incapacitated. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice.

1.11 Our Relationship With You

By opening an Account, we are establishing an Account relationship with you and committing to act in good faith and to the exercise of ordinary care in our dealings with you as defined by the Uniform Commercial Code as adopted by the State of Tennessee. This Agreement and the Account relationship do not create a fiduciary relationship or any other special relationship between you and us.

1.12 Third-Party Service Providers

We work with one or more third-party service providers, including Unit Finance Inc. ("Unit") and the Program Partner, in connection with your Account. You acknowledge that we, in our sole discretion, may use such third-party service providers to fulfill any of our obligations under this agreement, including by performing functions that you have otherwise authorized us to perform, such as processing transactions, handing account operations including account set-up, transaction monitoring, and customer support, and providing technological connection to the Program Partner and the Bank. Each of these third-party service providers may in turn use their own third-party service providers, at our discretion.

We may also share your information with other service providers that we believe need the information to perform a technology, business, or other professional function for us such as IT services, maintenance and hosting of our services, marketing partners, accounting, auditing, and tax services, and other professional services.

1.13 Confidentiality and Our Privacy Policy

Information about your Account and your transactions is collected by and shared between us, Program Partner, Unit and our other service providers. We only share your information as necessary to provide the Services described in this Agreement. We take our responsibility to protect your information seriously, and comply with applicable law regarding the collection, use, and security of customer information. Under this Agreement, we will only disclose information about your Account or the transactions you make in accordance with our Privacy Policy, available at https://thread.bank/privacy-policy/ (for Bank), https://otrsolutions.com/privacy-policy/ (for Program Partner), and https://www.unit.co/privacy-policy(for Unit).

1.14 Cell Phone Communications

Program Partner may contact you via phone, including by sending you text messages, about any current or future accounts or applications or its products and services generally. To exercise any rights you may have to opt-out or withdraw consent from receiving certain of these communications, please contact Program Partner.

1.15 Our Business Days

Our business days are Monday through Friday, excluding federal holidays and Tennessee state banking holidays.

2 Your Account Responsibilities

We strive to keep your Account secure and provide you with tools and services to help you manage your Account. However, there are certain things you should do to protect your Account and your funds.

2.1 Notify Us If Your Information Changes

You must notify us immediately if there is a change to your business or trade name, the names of any individual or Authorized User with access to your Account, telephone number, legal address, email address or any other information you have provided us so that we can continue to provide you with statements and important notices concerning your Account.

2.2 Keep Track of Your Transactions and Available Balance

It is important that you keep track of your transactions and the funds in your Account that are available for you to use ("Available Balance") by reviewing your transaction history. It is also important to understand that your Available Balance may not reflect transactions you have authorized that have not yet been presented to us for payment.

You are also responsible for reviewing your Account statements as they are made available to you for errors or unauthorized activity. If you identify an error or unauthorized activity, you must notify us promptly to avoid losing your money. Please refer to the applicable sections below for information concerning errors and unauthorized activity.

2.3 Protect Your Account Information

It is important that you protect your Account information to prevent unauthorized transactions and fraud. Keep your Account number, debit card, and statements secure at all times, and be careful about who you share this information with. If the Program Partner provides you with access to Online Banking Services, make sure to also keep your computer or mobile device secure at all times and avoid accessing the Online Banking Services when others can see your screen.

If your Account number, debit card, mobile device or Online Banking Services login credentials are lost or stolen, notify us immediately to keep your losses to a minimum. Please refer below for information and applicable deadlines for notifying us of losses or theft.

3 General Rules Governing Your Account

You understand that any payment instruction or activity performed using any Online Banking Services provided to you by the Program Partner will be deemed authorized by you and valid and we are under no obligation to investigate the instruction or activity.

3.1 Deposits Into Your Account

You may make deposits into your Account using any of these methods described below. We do not charge you any fees for making deposits.

Deposit Method	**Limitations for Your Account**
Direct payments/ACH debits via ACH Origination Service *(Deposits resulting from payment requests initiated from your Account)* *And* ACH transfers to your Account from a connected bank account with another institution**	$10,000/day $100,000/month
Internal transfers between eligible accounts managed by the Program Partner	No limits
Domestic wire	No limits
Cash deposit at in-network ATM	$1,000/transaction $2,000/day You can use your debit card to make deposits at in-network ATMs. You can identify an in-network ATM by looking for the Allpoint logo on or near the ATM. You cannot make cash deposits at out-of-network ATMs.
Checks (via the Check Deposit Services*)	$50,000/day $100,000/month
* The recipient's name on any direct deposit, ACH, or check transfer must match the name on the Account or the deposit may be returned to the originator. Direct deposit is the deposit of funds electronically into your Account. ** You may transfer funds between your Account and another bank account. The connected bank account must be located in the United States.	

You understand and agree that to initiate deposits via direct payments/ACH debit, you must comply with the ACH Origination Service security procedures described below.

We do not accept cash deposits by mail, or paper check or foreign currency deposits: We are not liable for deposits of any kind that you mail to us, including if it is lost in transit, lost in the mail, or otherwise not received by us.

- **Cash:** We do not accept cash deposits made by mail. If you mail us a cash deposit, we will send the cash back to you.

- **Paper Checks:** If you mail a paper check to us, including personal or business checks, money orders or cashier's checks, we may apply the check to any negative balance you have on your Account or send the check back to you.

- **Foreign Currency:** We do not accept any deposits in foreign currency. Any deposits received in foreign currency, whether in the form of cash or check, will be sent back to you.

We will send all items back to the address we have for you. We are not liable if you do not receive the items.

You may only deposit with us funds that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim or encumbrance.

For more information about deposits and when funds from a deposit will be made available to you, please refer to the applicable section below.

3.2 Our Funds Availability Policy

It is our policy to make deposits made to your Account each business day available for withdrawal according to the table below. The end of the business day is referred to as the "deposit cut-off time". If you make a deposit before our cut-off time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day we are not open, we will consider the deposit to be made on the next business day that we are open.

If you make a deposit via…	**The cut-off time is…**	**And those funds are available…**
Internal transfer between two Accounts you have with us	N/A	Immediately
Domestic wire	5:40 PM ET	Same business day
Cash deposit at in-network ATM	3:00 PM ET	Next business day
Checks (via the Check Deposit Services)	3:00 PM ET	Within five (5) business days

The availability of funds transferred to your Account from a connected bank account held by another financial institution follow different rules. Please refer below to the section on transfers to and from connected accounts for more information. In addition, the availability of any funds credited to your Account as a result of transactions initiated via the ACH Origination Service also follow different rules. Please refer to the section titled "ACH Origination Service" below for more information.

3.3 ACH Credit Transactions and UCC Article 4A

Credit given by us with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you acknowledge and agree that we are entitled to a refund of the amount credited to you in connection with the ACH credit entry, and the party making payment to you via such entry will not be deemed to have paid you in the amount of such entry.

Under the operating rules (the "Rules") of the National Automated Clearing House Association ("NACHA"), which are applicable to ACH transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item and will not do so. However, we will continue to notify you of the receipt of ACH items through your Account statements.

We may accept on your behalf payments to your Account which have been transmitted through one or more automated clearing houses and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments will be construed in accordance with and governed by the laws of the State of Tennessee, unless otherwise specified in a separate agreement that the law of some other state will govern.

3.4 Problems that Could Occur With Deposits

If a deposit or transfer to your Account is returned or rejected by the paying financial institution for any reason, or if there is an error or mistake involving a deposit or transfer, we may deduct the amount of the deposit, transfer, or error without prior notice to you. If there are insufficient funds in your Account at the time, your Account may become overdrawn. Please refer to the section below concerning overdrafts for more information.

3.5 Transfers To or From Two Accounts You Have With Us

We may permit you to transfer funds from one Account in your name to another account in your name held by us that is managed by the Program Partner (an "internal transfer"). If we allow such transfers, there are no limits on the number of internal transfers you may make, and internal transfers are immediately available.

3.6 Withdrawals From Your Account

You, or, if applicable, an Authorized User, may withdraw funds using your Card or another permitted method to access funds in your Account up to the amount of your Available Balance less applicable fees in your Account using any of the following methods and subject to the following limits:

Withdrawal Method	**Limitations for Tier 1 Accounts**	**Limitations for Tier 2 Accounts**
Internal transfers between eligible accounts managed by the Program Partner	No limits	No limits

ACH transfers from your Account to a connected bank account at another institution* And ACH transfers from your Account to another bank account via ACH Origination Services	$25,000/day $500,000/month	$50,000/day $1,000,000/month
ACH transfer to a merchant or other third party you authorize to withdraw from your Account using your routing number and account number	No limits	No limits
ATM withdrawals	$3,000/day	$3,000/day
Domestic wire	$100 minimum per wire transfer $50,000/day $150,000/month	$100 minimum per wire transfer $100,000/day $300,000/month
POS transactions and other transactions at merchants using your debit card	$25,000/day	$25,000/day
Checks drawn on your Account	$25,000/day $250,000/month	$50,000/day $500,000/month
* You may transfer funds between your Account and another bank account. The connected bank account must be located in the United States.		

Before permitting a withdrawal or other transaction, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if you do not comply with our request.

3.7 Transfers To or From Connected Bank Accounts

You may be provided with the ability to link another bank account you have with another financial institution ("connected bank account") to your Account with us to make inbound and outbound ACH transfers between the connected bank account and your Account through the Online Banking Services. An "inbound transfer" moves funds into your Account from a connected bank account. An "outbound transfer" moves funds from your Account to a connected bank account. We will facilitate transfers to a connected bank account separate and apart from any access we provide you to the ACH Origination Service (see below).

For inbound transfers, we will debit your connected bank account and credit your Account with us on the next business day after you initiate the transfer. The funds you transfer to your Account will be made available to you by the fifth (5th) business day after the funds have been credited to your Account.

For outbound transfers, we will debit your Account with us and credit your connected bank account on the next business day after you initiate the transfer. The financial institution that holds your connected bank account determines when those funds will be made available to you in your connected bank account.

The cut-off time for both inbound and outbound transfers is 3:00 PM ET. Transfer requests that you make on a business day before the cut-off time will be considered initiated on that day. Transfer requests that you make after the cut-off time, or on a day that is not a business day, will be considered initiated the following business day that we are open.

There are limits to the dollar amount of both inbound and outbound transfers you can make. Please see the relevant sections on withdrawal and deposit limits above.

You agree that you will only attempt to link a bank account for which you have the authority to transfer funds. You may only link a bank account that is a deposit account, such as a checking, savings or money market account.

3.8 Checks Drawn Against Your Account

You may be given the ability to write checks drawn against your Account. Please refer to Section 6.3 for information concerning check writing and obtaining checks for your Account.

3.9 No Illegal Activity, Internet Gambling and Right to Refuse Transactions

You must not use your Account for any illegal purposes or, regardless of whether it is legal or illegal, for online gambling of any sort, including any betting transaction, purchase of lottery tickets, casino chips, or off-track betting and wagering. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity, online gambling or for any other reason at our discretion. However, in the event that a charge or transaction described in this section is approved and processed, you will still be liable for the charges.

3.10 Funds Transfer Services

Funds transfers to or from your Account will be governed by the rules of the funds transfer system(s) through which the transfers are made (“system rules”), including Fedwire and the National Automated Clearing House Association ("NACHA"). We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and the Financial Crimes Enforcement Network (“FinCEN”). For additional information on electronic fund transfers generally, see below. For additional information on (1) ACH transactions specifically, (2) check deposits and mobile deposit services, and (3) wire transfers, see the relevant titled sections below.

If your Account receives incoming ACH transactions (either credits or debits) or wire transfers initiated from within or outside of the United States, both you and we are subject to the Operating Rules and Guidelines of NACHA, or the rules of any wire transfer system involved, and the laws enforced by OFAC.

Under such rules and laws, we may temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds.

We reserve the right to temporarily suspend, block or reject the processing of any transaction, to freeze or block certain funds or the full balance of any Account, account owner, account beneficiary, or Authorized User (each, a "Restricted Person"), in each case to the extent we deem reasonably necessary to comply with any notice, order, regulation, rule, requirement or restriction issued or promulgated by OFAC (collectively, the "OFAC Rules"). To comply with OFAC Rules, we may temporarily suspend processing of a transaction or the availability of a balance for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation or potential violation of the OFAC Rules, or if we cannot satisfactorily resolve a suspected or potential violation, we may reject such transaction or freeze or block the subject funds or full balance of any Account or Restricted Person. If we block the subject funds and you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and form required to seek a release of blocked funds.

You also will observe all anti-money laundering and exchange control laws and regulations, including economic and trade sanctions promulgated by OFAC, in relation to any funds transfer, and you will use all reasonable efforts to assist us to do likewise. You warrant that the information given to us by you is accurate. We may disclose any information given to us that we in our sole discretion think necessary or desirable to disclose; except we will only disclose confidential information if required by law, a court, or legal, regulatory, or governmental authority, or as permitted by law to combat, prevent, or investigate issues arising under anti-money laundering laws, economic sanctions, or criminal law.

Sometimes legal, regulatory, or governmental authorities require additional information, either with respect to individuals, entities, or particular transactions. You warrant that you will promptly supply all such information, which any such authority may require, and/or which we may be required to supply, in relation to the individual, entity, or particular transaction.

If you, or your Authorized User, breach any such laws or regulations, you irrevocably agree that we may retain any monies or funds transmitted to us pursuant to this Agreement and/or not fulfill any funds transfer request if we are required to take or refrain from such action by any legal, regulatory, or governmental authority or if we reasonably believe that such action may violate any laws or regulations described herein, and such monies will not bear interest against us. You further agree that we may pay such monies to the appropriate legal, regulatory, or governmental authority, when required by law or regulation.

3.11 How We Post Transactions To Your Account and Determine Your Available Balance

3.11.1 Posting Overview

To understand how we post transactions to your Account, it is important to first understand the difference between your Available Balance and your ledger balance. Your Available Balance is the

amount of money you have in your Account at any given time that is available for you to use. Your ledger balance is the balance in your Account at the beginning of the day after we have posted all transactions to your Account from the day before. We use your Available Balance to authorize your transactions throughout the day and determine whether you have sufficient funds to pay your transactions. Here are some additional terms that are helpful to understand:

- Credit and debit – A credit increases your balance and a debit decreases your balance.

- Post or posted – Transactions that are paid from or deposited to your Account. Posted transactions will either increase or decrease both your Available Balance and your ledger balance.

- Pending – Transactions that we receive notice of and are scheduled to post to your Account. Pending transactions affect your Available Balance, but not your ledger balance.

- Card authorization and settlement – When you use a debit card to make a purchase, the transaction occurs in two steps: card authorization and settlement. Card authorizations reduce your Available Balance, but not your ledger balance. Settlement reduces both your Available Balance and your ledger balance. Card authorizations are removed when settlement occurs or after a certain number of days have passed, whichever is sooner. Please see below for more information about card authorizations and settlement.

3.11.2 Posting Order

For all transactions other than checks drawn against your Account, we receive transactions throughout the day and post them to your Account as they are received and in the order that they are received. Note that for debit card transactions, we consider the transaction received when the merchant requests settlement, which may occur several days after you authorize the transaction. See below for additional information concerning how debit card transactions are processed.

For checks, all checks we receive during the day are posted to your Account during overnight processing prior to the start of the next business day, unless the check cannot be processed through automated check processing. If a check cannot be processed through automated check processing, it will be posted to your Account at the start of the second business day. We post checks to your Account from the smallest dollar amount to the largest dollar amount regardless of the order in which we received the checks.

We may change the order in which we post transactions to your Account at our discretion and without notice to you. It is therefore important for you to keep track of the deposits you make and the transactions you authorize to make sure there are sufficient funds in your Account to cover all transactions and any applicable fees.

3.11.3 Determining Your Available Balance

To determine your Available Balance, we start with your ledger balance at the beginning of the business day, add any pending credits or deposits that we make available to you, and subtract any card authorizations and pending debits, other than checks drawn against your Account. All transactions other than checks drawn against your Account are debited or credited from your Available Balance in the order received. Checks drawn against your Account that we receive throughout the day may not reduce your Available Balance and may only be reflected in your ledger balance at the start of the next business day.

Your balance is accessible through the Online Banking Services or by contacting us as indicated above. Keep in mind that your Available Balance may not reflect every transaction you have initiated or previously authorized. For example, your Available Balance may not include checks drawn on your Account or transactions you have authorized that we have not received.

3.11.4 Debit Card Authorizations

If you are issued a debit card with your Account, you will be able to use your card to pay for goods or services or conduct other transactions with a merchant. When you engage in a transaction with a merchant using your debit card, the merchant will request preauthorization ("card authorization") for the transaction. If there are sufficient available funds in your Account, we will approve the request and reduce your Available Balance for as long as the card authorization remains on your Account.

Your Available Balance will generally be reduced by the amount of the card authorization. If you use your card at a restaurant, your Available Balance may be reduced by the amount of the card authorization plus up to an additional twenty percent (20%) of that amount, to account for potential tipping.

The card authorization will remain on your Account until the merchant sends us the final amount of the transaction and requests payment ("settlement"). In most cases, If the merchant does not request settlement, or the merchant is delayed in requesting settlement, the card authorization will automatically be removed after three (3) days. However, for certain merchants such as hotels and rental car companies, it may take up to thirty (30) days for the card authorization to be removed.

It is important to understand that the merchant controls the timing of card authorizations or settlement. A merchant may request settlement after the card authorization has been removed from your Account. This means that if you use the funds in your Account after the card authorization has been removed and the merchant later requests settlement, your Account may become overdrawn. A merchant may also request settlement for an amount that is different than the card authorization. Therefore, it is important that you keep track of your transactions and your balance. Once we have approved a card authorization, we cannot stop the transaction and you will be responsible for repaying any negative balance that may occur.

3.12 Statements

Statements will periodically be provided to you by through the Online Banking Services as long as your Account is not inactive. You will receive a statement monthly as long as you have transactions on your Account during the statement period. If there were no transactions on your Account, we may not provide you with statements or may provide you with statements on a less frequent basis. You will not receive paper statements.

3.13 Errors On Your Account and Limitations of Liability

You will carefully review your statements for your Account and all cards and will promptly report to us any errors or unauthorized activity by email at the address indicated above within thirty (30) days after we make the statement available to you. Unless otherwise specified in this Agreement or required by law, if you do not provide us with timely notice of an error or unauthorized activity, we will deem our records concerning your Account and all cards to be correct and we will not be liable to you for any Loss you suffer relating to the error or unauthorized activity. You further agree that we may debit or credit your Account at any time and without notice to you to correct an error or address unauthorized activity.

Please refer to the relevant section below for additional information concerning errors and unauthorized transactions involving electronic fund transfers and related limitations of liability.

3.14 Overdrafts, Nonsufficient Funds and Negative Balances

We do not permit you to overdraw your Account. If the Available Balance in your Account is not sufficient to cover any transaction you have authorized, we may return the transaction or refuse to process the transaction. However, there may be instances where your Account can still go into the negative, such as if a deposit you make is returned. You must make a deposit immediately to cover any negative balance. If your Account has a negative balance for sixty (60) calendar days or more, we may close your Account. Any deposits made on the account closure date, due to a negative balance, may be returned or rejected.

Closing Your Account and Account Suspensions

You can close your Account at any time and for any reason by email at the contact provided above. We reserve the right to refuse your request if you have a negative balance on your Account. We recommend that you transfer or withdraw any funds you may have in the Account prior to submitting a request to close the Account to avoid delays in receiving your funds.

We may also suspend or close your Account, or suspend, or disable any service or feature of your Account, at our discretion with or without notice. This includes if we believe you are using your Account for fraudulent or illegal purposes or in violation of law or regulation, this Agreement, any other agreement you may have with us or Unit, if multiple transactions are returned on your Account, or if you otherwise present undue risk to us or our third-party service providers.

Accounts with a zero balance will continue to be charged any applicable fees until you request to close your Account. We may close an Account with a zero balance on the fee period ending date or at month end without prior notification to you. Once an Account is closed (either by you or us), no fees will be assessed on the Account.

We may also close your Account if you have not made any deposits or withdrawals from your Account in over twelve (12) months. In addition, cancelling your enrollment in the Online Banking Services with the Program Partner will result in our closure of the Account and our return of your funds.

If your Account is closed with a balance greater than $1.00, you authorize us to disburse your Account with a check directly so that we may return any funds you may have in the Account to you by ACH

transfer to another bank account or by paper check to the address on file. We reserve the right not to return the funds to you if the balance in your Account is $1.00 or less.

We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Account. The closure of your Account or termination of this Agreement does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination (including all indemnifications obligation by you, our limitations of liability, and all terms governing arbitration).

3.15 Dormancy, Inactivity and Unclaimed Property

State law and our policy govern when your Account is considered dormant. Your Account is usually considered dormant if you have not accessed your Account, communicated to us about your Account or otherwise shown an interest in your Account within the period of time specified under applicable law. Each state has varying laws as to when an account becomes dormant, and we may be required to send the balance in your Account if it becomes dormant to the state of your last known address. We will make reasonable efforts to contact you if required by applicable law before transferring the remaining balance of your Account to the applicable state. After we surrender the funds to the state, you must apply to the appropriate state agency to reclaim your funds. You can avoid the surrender of your funds by simply conducting transactions, contacting us about your Account or replying to any abandoned property notices we may provide to you.

We may also place your Account in an inactive status if you have not had any transaction for at least six (6) months. If your Account becomes inactive, you may not receive statements or be able to conduct certain transactions. Inactive Accounts must be reactivated. Contact us by email to reactivate your Account.

3.16 Account Fees and Fee Schedule

You agree to pay all fees and charges applicable to your Account. All fee amounts will be withdrawn from your Account and will be assessed regardless of whether you have sufficient funds in your Account, except where prohibited by law. Fees are subject to change at any time. We will provide you advance notice of any changes where required by law.

Fee Description	Fee Amount and Frequency	Additional Details
Outbound domestic wire fee	$15 per outbound wire	
Out-of-network ATM transaction fee	$2.50 per out-of-network ATM transaction	If you use an out-of-network ATM, you will be charged a $2.50 fee per transaction. You may be charged a fee, including for balance inquiries, by the operator of an out-of-network ATM.

		You can avoid fees by using an in-network ATM. You can identify an in-network ATM by looking for the Allpoint logo on or near the ATM.
Card-to-Card Transfer Fee	1% of the amount of the transfer Minimum: $0.25 Maximum: $25.00	You will be charged this fee for every card-to-card transfer you initiate using your debit card.

4 Electronic Fund Transfers

Your Account allows you to withdraw funds up to the Available Balance or make deposits through electronic fund transfers ("EFTs"). EFTs are transactions that are processed by electronic means and include, among others, ACH transfers, debit card transactions and direct deposits. This Section provides you with information and important disclosures and terms about the EFTs that are permitted on your Account. You may also receive additional services through Online Banking Services provided by the Program Partner, that allow you to initiate EFTs to and from your Account that are not described in this Agreement. In the event the Program Partner provides such additional services, you will be provided separate agreements and disclosures applicable to those services by the Program Partner.

4.1 Types of EFTs Supported by Your Account

Your Account allows the following types of EFTs:

- Direct deposits from your sources of income
- Transfers to or from your Account to or from a connected bank account
- Transfers to or from your Account to a merchant or other third party by providing the third party with your Account routing number and account number
- Purchases or other transactions using your debit card
- ATM deposits or withdrawals using your debit card

4.2 Limitations on EFTs

There are limitations on the frequency and amount of transactions you can make to or from your Account. These limits are different for each type of transaction. For limits that apply to transactions that credit or deposit funds into your Account, please refer above for information concerning deposits. For limits that apply to transactions that debit or withdraw from your Account, please refer above to the section concerning withdrawals. For limits that apply to transfers to or from your Account from a connected bank account, please refer above to the section concerning transfers to or from connected accounts. These security-related limits may change from time to time.

If you have been issued a debit card for your Account, there may also be transaction limitations that apply to your use of the card. Please refer to the applicable cardholder agreement provided to you with your card for information on any limitations and other terms.

4.3 Documentation of Your Transactions

We will provide you information about each transaction that debits or credits your Account on your statements. Please refer above for information about statements. You may also be able to view your transaction history and other information through Online Banking Services provided to you by the Program Partner. You may also contact us as detailed above for information concerning your Account or your transactions.

If you are provided with a debit card, you can get receipts at the time you make a withdrawal at an ATM or a purchase at a point-of-sale terminal when using your card.

4.4 Preauthorized Transfers, Stop Payments and Notices of Varying Amounts

If you authorize us or another company or person to withdraw from your Account on a regular basis (such as when you sign up for “autopay” to pay a recurring bill or invoice), it is called a “Preauthorized Transfer.” You may request that we place a stop payment on Preauthorized Transfers, as well as get notification when the amount of a particular withdrawal will be different from the amount of the last withdrawal. We may charge a fee to stop payment on Preauthorized Transfers (as outlined in the fees section above).

4.4.1 How to Request a Stop Payment

If you authorize a third party to take payments from your Account on a regular basis through a Preauthorized Transfer, you can place a stop payment on those payments by contacting us by email at the address listed above at least three (3) business days before the next payment is scheduled to be made. To be effective, a stop payment request must be received within this time specified, and with all of the information required below, so as to give the Bank a reasonable opportunity to act on it.

You must provide us with (a) your name, (b) your Account number, (c) the company or person taking the payments, and (d) the date and amount of the Preauthorized Transfer you wish to stop. If you want all future payments from that company or person stopped, be sure to tell us that as well. If you do not

provide us with the correct information, such as the correct payee or the correct amount of the payment you wish to stop, we may not be able to stop the payment.

4.4.2 It is your responsibility to ensure that all of the information supplied in you notice is correct and to promptly inform us of any inaccuracies. We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. If we stop payment, you will indemnify, defend and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers (collectively, "Indemnified Parties") harmless from any and all losses, liabilities, costs, and expenses (including reasonable fees and expenses for attorneys, experts and consultants, reasonable out-of-pocket costs, interest and penalties), settlements, fines, fees, penalties, equitable relief, judgments, and damages ("Losses") imposed on or sustained, incurred or suffered by any of the Indemnified Parties, whether actual or threatened or proven or not, in respect of any and all actions, audits, arbitrations, assertions, suits, mediations, litigations, proceedings, examinations, hearings, inquiries, investigations, charges, complaints, claims (including counter or cross-claims), or demands by whosoever asserted ("Claims"), without regard to the merit or lack thereof, arising from or related in any way to our refusal to pay the transaction on which you stopped payment. The foregoing indemnity will not apply if and to the extent expressly prohibited or restricted by the laws or regulations governing you or your Account.

4.5 Questions About Your EFTs and Reporting Errors or Unauthorized EFTs

You may contact us with questions concerning EFTs that occur on your Account. For card related suspected errors or unauthorized transactions , contact us at 1-833-333-0417; for all other transactions call us at the phone number or email address listed above in the “How to Contact Us” section.

Be sure to contact us immediately if you believe that an error or unauthorized EFT has occurred or may occur concerning your Account, or if your Account, debit card, or Online Banking Services login credentials have been lost, stolen or compromised. You must contact us no later than thirty (30) days after we sent the FIRST statement on which the error or unauthorized EFT appeared. You must provide us with the following information:

- Your name and Account number.
- A description of the error or the EFT you are unsure about and a clear explanation of why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing by email within ten (10) business days.

After receiving your notice of error or unauthorized EFT, we will investigate and provide you with the results and any corrections we make to your Account within a commercially reasonable time.

4.6 Our Liability for a Failure To Complete A Transaction, Unauthorized Transactions or Failure to Stop a Payment

We will respond to notices of errors or unauthorized EFTs and requests to stop payments in a commercially reasonable manner and time. You agree that in no event will we be liable in an amount exceeding the lesser of five thousand dollars ($5,000) or the actual amount of your Loss. You also agree that we will not be liable for any amount of Loss that you may incur if you:

- Do not tell us about an error or unauthorized EFT within thirty (30) days after the first statement showing the error or unauthorized EFT is made available to you; or
- If you do not provide us with the information necessary to place a stop payment on a Preauthorized Transfer in a timely manner.

In addition, we are not liable for any Losses you may incur in any of the following circumstances:

- If the Available Balance in your Account is not sufficient to complete the transaction through no fault of ours.
- If the ATM you use does not have enough cash.
- If the failure is due to an equipment or system breakdown, such as a problem with the Online Banking Services provided by the Program Partner, that you knew about before you began a transaction.
- If your funds are not available due to a hold or if your funds are subject to legal process.
- If we do not complete a transaction because we or Unit has reason to believe the transaction is unauthorized or illegal.
- If your Account is closed or inactive.

There are additional limitations on our liability in this Agreement and there may be additional exceptions or limitations stated in our or Unit's agreements with you or permitted by law.

5 ACH Origination Service

5.1 Description of ACH Origination Service

The ACH Origination Service allows you to instruct us to create and/or send a NACHA formatted file on your behalf to execute the transfer of funds to/from another financial institution to disburse/concentrate funds or to make payments/collect funds to/from another party via the system. All transactions executed through the ACH Origination Service described above will be collectively known as ("ACH transactions"). The ACH Origination Service is only accessible through the Online Banking Services. Your use of and access to the ACH Origination Service is separate and apart from your ability to facilitate transfers via ACH to a connected bank account.

We will facilitate only Internet-Initiated/Mobile Entry ("WEB") and Corporate Credit or Debit Entry ("CCD") ACH transactions through the ACH Origination Service. We will select, at our sole discretion, whether to facilitate any given ACH transaction as a WEB transaction or CCD transaction.

Unless otherwise defined in this Agreement, capitalized terms that appear in this section will have the meanings set forth in the Rules of NACHA.

5.2 Processing Deadlines

Except as provided in Security Procedures in below, we will (a) process entries received from you to conform with the file specifications set forth in the Rules, (b) transmit such entries as an Originating Depository Financial Institution to the Federal Reserve Bank, and (c) settle for such entries to the specified accounts as provided in the Rules.

We will transmit such entries to the Federal Reserve Bank by the deadline of the ACH one (1) business day prior to the effective entry date shown in such entries, provided (i) such entries are received 3:00 PM ET on a business day, (ii) the effective entry date is at least two (2) days after such business day, and (iii) the Federal Reserve is open for business on such business day. A "business day" is a day in which the Federal Reserve Bank is opened to the public for carrying on substantially all of its business, other than a Saturday, Sunday, or legal holiday.

If any of the requirements of clause (i), (ii), or (iii) listed above are not met, we will use reasonable efforts to transmit such entries to the Federal Reserve Bank by the next deposit deadline on which the Federal Reserve is open for business.

5.3 ACH Rules

When engaging in any transaction through the ACH Origination Service, you will comply with the Rules. You can obtain a copy of the Rules from NACHA at 13450 Sunrise Valley Drive, Suite 100 Herndon, VA 20171; instructions for obtaining a copy of the Rules are also available at www.nacha.org You agree to comply with and be bound by the Rules. In the event you violate any of the applicable Rules and NACHA imposes a fine on us because of your violation, we may charge the fine to you. We agree to inform you of revisions to the Rules of which we have knowledge. Our current process does not support the origination of IAT's (international ACH transactions).

5.4 Security Procedures

Our security procedures or security requirements are integrated into the Online Banking Services, and you acknowledge and agree that these security procedures are a commercially reasonable method of providing security against unauthorized payment orders. You agree to submit ACH origination requests solely through the Online Banking Services.

5.5 Our ACH Origination Obligations

In a timely manner and in accordance with the Rules, we will process, transmit and settle for the entries received from you, which comply with the terms of this Agreement and/or any addendums or future addendums.

5.6 Warranties

You warrant and agree that:

- Each entry is accurate, timely, and has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules;
- Each debit entry is for an amount, which on the settlement date with respect to it, will be owing to you from the party whose account will be debited, is for a sum specified by such party to be paid to you, or is a correction of a previously transmitted erroneous credit entry;
- You have complied with all pre-notification requirements of the Rules; and
- You will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A if applicable, and the laws of the United States. You will otherwise perform your obligations under this Agreement in accordance with all applicable laws and regulations.

5.7 Authorized Daily Dollar Limits

There are limitations on the frequency and amount of ACH transactions you can originate from your Account using the ACH Origination Service. For limits that apply to transactions that credit or deposit funds into your Account, please refer to the section above concerning deposits. For limits that apply to transactions that debit or withdraw from your Account, please refer to the section above concerning withdrawals. These security related limits may change from time to time.

Inherent to the implementation of any ACH Origination Service is a degree of risk assumed by us. It is possible for you to expose us to significant financial liability if you do not have sufficient funds on deposit in the Account to settle ACH transactions or returns. We reserve the right to periodically request and review your financial information and revoke your access to ACH Origination Service if we believe, in our sole discretion, that you cannot financially support your liability for ACH transactions originated from the Account.

The following types of ACH transactions may be originated using the Account and the Online Banking Services: CCD and WEB.

5.8 Provisional Credit

You acknowledge that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the entry will not be deemed to have paid the party.

5.9 Settlement

You will maintain the Account during the term of this Agreement. You will maintain in the Account as of the applicable settlement date immediately available funds sufficient to cover all credit and debit entries initiated by you. You authorize us to debit the Account on the applicable settlement date in the amount of each entry. In the event there are not sufficient available funds in the Account to cover your obligations under this Agreement, you agree that we may debit any account maintained by you with us or that we may set off against any amount we owe to you, to obtain payment of your obligations under this Agreement.

5.10 Cancellation or Amendment

You will have no right to cancel or amend any entry/file after its receipt by us. However, we will use reasonable efforts to act on a request, in writing, by an Authorized User to cancel an entry/file before transmitting it to the Federal Reserve Bank. Any such request will comply with the security procedures described above. You may be required to submit a new transfer request in writing or electronically through the Online Banking Services. We will have no liability if the cancellation or change is not affected.

5.11 Reversals

You may request the reversal of an entry for erroneous or duplicate transactions that have been transmitted to the Federal Reserve by contacting us through the Online Banking Services.

5.12 Rejection of Entries

We will reject any entry, including an on-us entry, which does not comply with the requirements of this Agreement and may reject any entry if you are not otherwise in compliance with the terms of the Agreement. We will notify you by email or via the Online Banking Services of such rejection no later than the business day such entry would otherwise have been transmitted by us to the ACH or, in the case of an on-us entry, its effective entry date.

5.13 Returned Entries

We will notify you by email or via the Online Banking Services of the receipt of a returned entry from the Federal Reserve no later than one (1) business day after the business day of such receipt. We will have

no obligation to re-transmit a returned entry if we complied with the terms of this Agreement with respect to the original entry.

You agree not to exceed ninety five percent (95%) of any thresholds set forth in the Rules for returns on the basis that the Transaction was unauthorized, returns for administrative reasons, or all returns regardless of the cause in any thirty (30) day period. You further agree not to exceed one-half percent (0.5%) returns on the basis that the Transaction was unauthorized in any thirty (30) day period irrespective of whether any NACHA thresholds have been exceeded. Returns on the basis that the transaction was unauthorized will be assigned a NACHA return status of R07 ("authorization revoked by customer"), R10 ("customer advises not authorized"), or R29 ("corporate customer advises not authorized").

We reserve the right to limit, suspend, or terminate your ACH Origination Service privileges for any violation of this section.

5.14 Notifications of Change

We will advise you of all notifications of changes that we receive related to entries that you transmit by email or via the Online Banking Services no later than five (5) business days after receipt thereof.

5.15 Fees

You agree to pay us for ACH Origination Service provided under the Agreement in accordance with the current schedule of fees above. We may change our fees from time to time upon written notice.

5.16 Audits

We will have the right to audit any records for compliance with the agreements and Rules relating to ACH transactions originated by you.

5.17 ACH Origination Service Liability, Limitations on Liability & Indemnity

WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE ACH ORIGINATION SERVICE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND SHALL BE LIABLE ONLY FOR OUR GROSS NEGLIGENCE IN PERFORMING THIS SERVICE. WE SHALL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS (INCLUDING THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY FILE RECEIVED FROM YOU) OR THOSE OF ANY OTHER PERSON. WE ARE AUTHORIZED BY YOU TO PROCESS TRANSACTIONS IN ACCORDANCE WITH THE INFORMATION THAT WE RECEIVE IN THE ISSUED FILE TRANSMISSION FROM YOU. YOU SHALL BE SOLELY RESPONSIBLE FOR THE INFORMATION CONTAINED IN THE FILE, AND WE SHALL HAVE NO RESPONSIBILITY FOR ERRONEOUS DATA PROVIDED BY YOU. YOU WILL INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY LOSS, CHARGE, LIABILITY, COST, FEE OR EXPENSE (INCLUDING ATTORNEYS' FEES AND EXPENSES) WE SUFFER OR INCUR RESULTING FROM ANY THIRD-PARTY LAWSUIT, CLAIM, ARBITRATION OR OTHER ACTION, ACTUAL OR THREATENED, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSSES OR DAMAGES FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, WE 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, NATURAL DISASTER, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND OUR CONTROL. NOTWITHSTANDING THE ABOVE, WE WILL REIMBURSE YOU FOR EXPENSES INCURRED (E.G., WIRE FEES) IN THE EVENT OF OUR FAILURE OR DELAY IN TRANSFERRING FUNDS SOLELY CAUSED US.

IN ADDITION, WE SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN OUR HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN OUR REASONABLE JUDGMENT OTHERWISE VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE, OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY. SUBJECT TO THE FOREGOING LIMITATIONS, OUR 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 SET BY THE FEDERAL RESERVE BANK FOR THE PERIOD INVOLVED. AT OUR OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON WE ARE RESPONSIBLE FOR, ANY ACT OR OMISSION OF YOU OR ANY OTHER PERSON.

PERFORMANCE INTERRUPTION OF THE ACH ORIGINATION SERVICE FOR ANY REASON SHALL NOT RELIEVE YOU OF YOUR OBLIGATION TO MAKE ANY TAX DEPOSIT, AND WE WILL INCUR NO LIABILITY TO YOU FOR YOUR FAILURE TO MAKE ANY REQUIRED TAX PAYMENT BY OTHER MEANS IN THE EVENT OF SUCH INTERRUPTIONS.

5.18 Inconsistency of Name and Account Number

You acknowledge that, if an entry describes the Receiver (as defined under NACHA) inconsistently by name and/or account number, payment of the entry may be made based on the account number even if it identifies a person different from the named Receiver. You are solely responsible for providing correct information for all ACH Origination Service requests through the Online Banking Services.

5.19 Termination

You may cancel your ACH Origination Service at any time by providing us with written notice. Your access to the ACH Origination Service through Online Banking Services will be suspended within three (3) business days of our receipt of instructions to cancel your ACH Origination Service from any Authorized User. We will be entitled to rely on any written notice believed by us, in good faith, to be signed by any Authorized User. We will have no obligation to transmit entries if you are in default of any of its obligations under this Agreement, including the obligation to pay any related fees for each credit and debit entry.

You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation. Any unprocessed transactions including future dated and recurring transactions, will be cancelled as a result of termination of your ACH Origination Service. You agree that we can terminate or limit your access to the ACH Origination Service for any of the following reasons without prior notice:

- If you have insufficient funds in your Account. The ACH Origination Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits;

- You breach of any term of this Agreement and/or the Rules; or

- Upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, in our sole discretion. Any unprocessed transactions including future dated and recurring transactions will be cancelled as a result of termination of your ACH Origination Service.

5.20 Notice Disclosure

Under the Rules, which are applicable to ACH transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide you.

6 Check Deposits, Mobile Deposit Services, and Check Writing

As defined in the Check Clearing for the 21st Century Act ("Check 21"), a "check" is a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection or return, including substitute checks (see below) and travelers checks.

You can only deposit checks into the Account using the mobile check deposit services (the "Check Deposit Services," as further described herein) and in accordance with the terms of this Agreement.

6.1 Substitute Checks and Your Rights

Federal rules for Check 21 allow banks to replace original checks with "substitute checks," as defined in Check 21. Below are the details and your rights related to substitute checks.

6.1.1 Substitute Checks

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to

original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

6.2 Mobile Check Deposit Services

The Check Deposit Services allow you to make deposits to your Account from a compatible mobile device by scanning or photographing checks and delivering the images and associated deposit information to us or our designated processor. By using the Check Deposit Services, you agree to comply with all applicable laws and regulations and NACHA rules that apply to remote deposit check capture processing and ACH transaction processing.

6.2.1 Eligibility to Use the Check Deposit Services

Accountholders adhering to all requirements described herein may be eligible to use the Check Deposit Services. Not all Accounts are eligible for the Check Deposit Services. We may terminate your use of the Check Deposit Services at any time at our sole discretion. You may also stop using the Check Deposit Services at any time. However, any images or information transmitted through your use of the Check Deposit Services will continue to be subject to this Agreement after termination. We may change our eligibility criteria at any time with or without notice to you.

To use the Check Deposit Services, you must have an internet-enabled iOS or Android device with a camera, be enrolled in the Online Banking Service, and have downloaded our latest version of the Program Partner's mobile application containing the Check Deposit Services functionality.

6.2.2 Eligible Items

You agree that the only images you will scan or capture and deposit ("transmit") to your Account through use of the Check Deposit Services will be Eligible Items. "Eligible Items" include paper items that are defined as "checks" or "certified checks" under Federal Reserve Regulation CC and other paper items not otherwise prohibited by this Agreement. You agree that images deemed to be Ineligible Items (see below) may not be transmitted to your Account and will be rejected by us. You further agree that the image of the Eligible Item transmitted to us will be deemed an "item" within the meaning adopted in the Uniform Commercial Code of the State of Tennessee.

6.2.3 Ineligible Items

You agree you will not use the Check Deposit Services to scan or deposit images of items that:

- are not payable in United States currency;
- are not drawn on a financial institution located in the United States;
- are payable to someone other than you;
- are money orders, savings bonds, or traveler's checks;
- are checks authorized over the telephone and created remotely;

- are images of a check that never existed in paper form;
- must be authorized or activated by us prior to being deposited;
- have already been deposited by or returned to you;
- are not legible or do not conform to our standards, as determined in our sole discretion;
- are fraudulent, not authorized, suspicious or not likely to be honored;
- are not dated, are post-dated, or are more than six (6) months old when transmitted;
- do not comply with the requirements established from time to time by any applicable statute, regulation, regulatory agency, clearing house or association;
- we deem to be Ineligible Items herein or at any other time, with or without prior notice to you;
- do not comply with the requirements of the Agreement; or
- do not meet the Technical Requirements described below.

These items, collectively, are "Ineligible Items" under this Agreement, and they are not eligible for deposit into your Account via the Check Deposit Services.

6.2.4 Image Capture, Transmission, Processing and Payment

All images you transmit to us using the Check Deposit Services must comply with the technical requirements we may specify from time to time (the "Technical Requirements"). You are responsible for all expenses you incur to meet the Technical Requirements. We reserve the right to change the Technical Requirements at any time without prior notice.

You are responsible for reviewing and validating the accuracy and completeness of any information you transmit to us, including the amount indicated on the item and the legibility of the image transmitted. You will only submit check images that meet our quality standards. You will not transmit an image or images of the same check to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with us or any other party.

You will be solely responsible for ensuring the quality, accuracy and completeness of the images you transmit using the Check Deposit Services. You will be solely responsible for the selection, use and operation of the mobile device you use to transmit images.

We can attempt to process, collect, present for payment, return or re-present images you attempt to transmit in any way we choose that is allowed by law.

We can also reject any transmission for any reason at our option and without liability. An image will be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was an Eligible Item or accepted.

If an image does not meet our requirements, we can also at our option:

- process the image as received for payment;
- correct the image or its accompanying data and process the corrected image for payment;
- process the deposit for payment in another format as allowed; or
- debit (chargeback) your Account for the amount indicated in the image.

Successfully transmitting an image to us does not mean that your transmission and deposit are complete. All of your images are subject to our further verification prior to being accepted for deposit and payment. Do not destroy the item transmitted as an image until you see the full deposit amount posted when you view your transaction history via the Online Banking Services.

6.2.5 Limits for the Check Deposit Services

There may be limitations on the frequency and amount of transactions you can make using the Check Deposit Services. Please refer to the section above concerning deposit limitations for information on transaction limitations that will apply to your use of the Check Deposit Services.

6.2.6 Required Endorsements on Items You Deposit and Managing the Original Item

When you transmit an image to us, you will still have possession of the original item. To prevent an additional submission of the item for payment, you are required take the following steps:

- Before you transmit an image to us, you must endorse the original item being captured for transmission by signing the back of the original item and writing the words “For deposit only at Thread Bank” either above or below your signature.
- After you transmit the image to us, you should write the date and the words “Deposited by Check Deposit Services” on the front of the item and keep the original item in a safe place.

You should not deposit or attempt to cash the item after transmitting the image to us.

6.2.7 Availability of Your Deposits Using the Check Deposit Services

You acknowledge that items transmitted using the Check Deposit Services are not subject to the funds availability rules contained in Regulation CC. Funds deposited using the Check Deposit Services will ordinarily be made available to you for withdrawal within five (5) business days after the day you make your deposit. See below for information concerning how we determine the day your deposit is made. We may make such funds available sooner or later based on the length and extent of your relationship with us, transaction and experience information, and other security and risk-related factors as we, in our sole discretion, deem relevant

6.2.8 Cutoff Times for Deposits Using the Check Deposit Services

If you successfully transmit an image to us before the cutoff time of 3:00 pm ET for the Account on a business day that we are open, we will consider that day to be the day of your deposit. After that time or on a day we are not open, we will consider the deposit to be made on the next business day that we are open.

6.2.9 Errors

You agree to notify us of any suspected errors regarding items transmitted through the Check Deposit Services right away, and in no event later than sixty (60) days after the first Account statement on which the error appears is made available to you. Unless you notify us of an error within sixty (60) days after the applicable Account statement is made available to you, all deposits made through the Check Deposit Services that appear on that statement will be deemed correct and we will have no obligation to investigate any claim of error you make.

6.2.10 Chargeback

We can chargeback your Account or any other deposit account you have with us for the amount of any item, its image or any other representation of an item that is:

- returned to us; or
- is rejected by us for any reason, including when we believe it has been previously submitted or deposited with us or with anyone else.

This is true even if you have made withdrawals against any amount we have credited to your Account for the deposited item that was returned or rejected.

We can also charge fees connected to the chargeback as described in your Account Agreement and any other agreements you have with us.

6.2.11 Fees

There may be fees associated with your use of the Check Deposit Services. Please refer to the fees section above for all fee information.

6.2.12 Security

You are responsible for protecting your mobile device against unauthorized use as well as any Losses from unauthorized access. You will protect your mobile device, set up strong passwords and take other reasonable security precautions to protect your mobile device from unauthorized use. Always keep your passwords secret and remember that neither we nor any of our employees or agents will ever ask for your password. If you receive a communication from anyone requesting that you provide your password, do not respond. We are not responsible or obligated for any of these security precautions. If another person uses the Check Deposit Services with your mobile device, you will be responsible for their actions on the Account as well as anyone else they allow to use your mobile device. This will be true even if you did not want, or agree to, their use.

If your mobile device is lost or stolen, or if you believe there has been unauthorized activity involving the Check Deposit Services, tell us immediately by contacting us as specified above and promptly change your password.

6.2.13 Check Deposit Services Disruption

The Check Deposit Services might not be available from time to time due to maintenance, technical problems or other reasons. We are not responsible if the Check Deposit Services are not available. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend, discontinue, or limit your use of the Check Deposit Services, in whole or in part, immediately and at any time without prior notice to you.

6.2.14 Ownership and License

You agree that we retain all ownership and proprietary rights in the Check Deposit Services, associated content, technology, and website(s). Your use of the Check Deposit Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Check Deposit Services. Without limiting the restriction of the foregoing, you may not use the Check Deposit Services:

- in any anti-competitive manner;
- for any purpose which would be contrary to our business interests (as deemed by us in our sole discretion); or
- to our actual or potential economic disadvantage in any aspect.

You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Check Deposit Services.

6.2.15 Indemnification and Limitation of Liability

You will indemnify, defend, and hold the Indemnified Parties, and any of our services providers responsible for administering the Check Deposit Services, harmless from any and all Losses imposed on or sustained, incurred or suffered by any of the Indemnified Parties or any of our services providers responsible for administering the Check Deposit Services, whether actual or threatened or proven or not, in respect of any and all Claims, without regard to the merit or lack thereof, arising from or related in any way to (a) your breach of the Agreement, (b) a return of a check deposit made using the Check Deposit Services due to incomplete or incorrect information provided, a closed account, or insufficient funds, and (c) fraudulent activity.

YOU AGREE YOUR USE OF THE CHECK DEPOSIT SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES, INCLUDING OUR SERVICE PROVIDERS) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS”, "WHERE IS", AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY THAT THE SERVICE WILL (i) MEET YOUR REQUIREMENTS, (ii) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) PROVIDE ACCURATE OR RELIABLE RESULTS.

You agree that neither we nor any service provider we use to facilitate the Check Deposit Services will be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, including damages for loss of profits, goodwill, use, data or other Losses resulting from the use or the inability to use the Check Deposit Services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of the Check Deposit Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.

6.2.16 Termination

We may terminate your access to the Check Deposit Services for any or not reason, including due to your material breach of this Agreement, your fraudulent actions or omissions with respect to your use of the Check Deposit Services, if you become insolvent or file for bankruptcy, or if there is a change in the Rules that govern your use of the Check Deposit Services.

6.2.17 Third-Party Beneficiary

You acknowledge and agree that any third-party service provider that facilitates your use of the Check Deposit Services is a third-party beneficiary of this Agreement and that the third-party service provider has the right to directly enforce your obligations of this Agreement against you.

6.3 Check Writing and Getting Checks for Your Account

Your Account permits you to write checks drawn against your Account. To obtain checks for your Account, you must purchase them from a third-party check printing service. You can also request to have a check printed and mailed on your behalf through our check printing and mailing service.

6.3.1 Check Printing and Mailing Services

You may request a check drawn against your Account to be printed and mailed on your behalf. In order to request that a check be printed and mailed for you, you must specify the entity or person you are paying, the payee's address, the check date, and the amount to be paid. No checks may be post-dated and all checks sent through the service may be deposited or cashed by the recipient immediately upon receipt.

The face value of the check will be drawn from your Account at the time that the check is presented for payment and is processed. You are solely responsible and liable for ensuring that you maintain a balance in your Account that is sufficient to fully cover the face value of any checks that you request for us to print and send. Checks must be written in U.S. dollars.

You acknowledge that when you request a check through the service, you authorize us and our third-party service providers to sign the check on your behalf, in the capacity as your duly authorized representative. We and our third-party service providers are entitled to use, at our discretion, a digital signature that you provide to us or other mark that we generate on your behalf, which you hereby

authorize and designate as your authorized signature(s). By undertaking any check printing and mailing services on your behalf, in no way are we or our service providers intending to be liable on the check.

You are solely responsible for, and we and our third-party service providers have no obligation to verify, any information that you provide to us in order to print your checks, including the payee, payee address, and the face amount, even if you provide us with duplicate check instructions. If you provide any incorrect information, we and our third-party service providers are entitled to honor your instructions, even if the error could have been detected by us or our third-party service provider. We will not print or accept any special instructions for checks that are printed and mailed on your behalf.

You authorize us to modify and standardize the address that you provide to us, including in the event of a typographical error, or if the address needs to be updated to reflect an "NCOA" (national change of address) at our discretion.

We reserve the right to reject or cancel, and we may delay in processing, any check requests that you make for any reason, including if we determine that the address that you have provided for the payee is incomplete or otherwise invalid.

We are not liable for checks that are lost, destroyed, damaged, or delayed in the mail. Checks will be shipped by USPS First Class mail, or by any other method in our sole discretion. We cannot guarantee the shipping method or delivery date of any check. If possible, we will provide you with the delivery status of your check, but we do not and cannot guarantee the accuracy of any delivery status. We may, at our discretion, void any check that you request through the service that has not been presented for payment within one hundred eighty (180) days of our issuance of the check and shall have no liability for doing so, without the need to obtain any further consent from you or provide any notice to you.

6.3.2 Check Stock Purchased by You

Any check stock you purchase must meet our standards, including paper stock and dimensions. We may refuse to process any checks that do not meet our standards or cannot be processed by our equipment. Certain check features, such as security features, may impair the quality of a check image.

All checks you write must be written in U.S. dollars and may not include any special instructions, such as "void after 30 days" or "void over $100." We may pay checks you write without inquiry or liability, even if the check (1) has special instructions written on the check; (2) is stale dated (i.e., the check date is more than 6 months in the past); (3) is post-dated (i.e., the check is dated for a future date); or (4) is not dated.

Contact us at support@otrclutch.comfor information concerning the minimum standards checks must meet for us to accept them. We are not responsible for losses that result from your failure to follow our check standards.

6.4 Requesting Stop Payment On A Check

You may request a stop payment on a check drawn against your Account, or cancel a stop payment request you previously provided to us, if you allow us a reasonable amount of time to act on it. You may request a stop payment on a check, or cancel a prior stop payment request, by emailing us at

support@otrclutch.com. Your Account may be subject to a fee for each check you request a stop payment on. Please refer to Section 3.17 for information concerning fees.

When making a request, you must provide us with (1) your Account number, (2) the check number or range of check numbers, (3) the check amount or amounts, (3) the payee name or names, and (4) the date or dates on the check. We are not responsible for stopping payment on a check if you provide incorrect or incomplete information.

Any stop payment of a check you request is valid for twelve (12) months. We may pay a check once a stop payment request expires. You must make a new stop payment request if you do not want it to expire, and we will treat each renewal of a stop payment request as a new request subject to any stop payment fees that apply to your Account.

You acknowledge that you will be liable to the holder of a check drawn against your Account even if we return the check due to your stop payment request. You agree to indemnify us against any claim made by any party arising from our return of a check pursuant to your stop payment request.

7 Wire Transfers

The Account may permit domestic wire transfers through Online Banking Services provided to you by the Program Partner.

7.1 Types of Wire Transfers Supported by Your Account

Your Account may support receiving and/or initiating domestic wire transfers. Refer to the relevant sections above to determine whether you will be able to receive wires, initiate wires, or both. We may make use of correspondents, agents, subagents, and funds transfer and communication systems.

We may select any means for the transmission of funds that we consider suitable. We may make use of correspondents, agents, subagents, and funds transfer and communication systems. Such third parties will be deemed your agents, and we will not be liable for any errors, delay, mis delivery, or failure of delivery by any of them except as required by applicable law.

7.2 Limitations on Wire Transfers

There are limitations on the frequency and amount of transactions you can make to or from your Account. These limits are different for each type of transaction. For limits that apply to transactions that credit or deposit funds into your Account, please refer to the section above concerning deposits. For limits that apply to transactions that debit or withdraw from your Account, please refer to the section above concerning withdrawals. There may be limits on the beneficiaries who can receive a wire transfer you initiate from your Account. These security-related limits may change from time to time.

7.3 Cut-Off Times for Wire Transfers

We have cut-off hours for processing wire transfers. If a wire request is received by 5:40 PM ET on a business day and verified through our security procedures outlined in the section below titled “Security

Procedures," funds will be processed the same business day. If it is received after 5:40 PM ET or on a non-business day and verified through our security procedures, funds may be processed the next business day.

We may treat any wire transfer request received at or after our cut-off time as if it was received that business day, or we may treat it as if it were received at the opening of the next business day.

7.4 Security Procedures

You agree and consent to the use of certain security procedures by us to confirm the validity of the wire transfer request made pursuant to this Agreement. You understand the security procedures are not designed to detect errors in the content of the wire transfer request or to prevent duplicate transfers. Some elements of the procedures will vary, depending upon the method used to initiate a wire transfer. You hereby agree that your utilization of any security procedure established hereunder will constitute your agreement to its use and affirmative acknowledgment of its commercial reasonableness.

You further agree that any wire transfer request that is acted upon in good faith by us in compliance with these security procedures, whether in fact authorized by you, will constitute an authorized wire transfer.

7.5 Liability for Incorrect Wire Transfers

You are responsible for providing us with the accurate name and account number for wire transfers, and we are responsible for transmitting money to the account number you provided.

When you provide us with a name and account number for us to process a wire transfer, we may make payment solely on the basis of the account number, even if the account number identifies a person different from the beneficiary so named. We or an intermediary bank may send a wire transfer to an intermediary bank or beneficiary's/designated recipient's bank based solely on the bank identifying number, even if the payment order indicates a different name. You should be very careful when providing the account number for a wire transfer.

If you have provided us with the wrong account number, there may be no way to correct the error or retrieve the funds. You agree that you will pay the amount of a wire transfer even in such circumstances. You are responsible for all Losses resulting from an incorrect account number or your misidentification of the beneficiary/designated recipient.

If you think a wire transfer is wrong or if you need more information about a wire transfer, you must contact us by email at the address provided above as soon as possible and no later than fourteen (14) days after you receive your monthly statement. If you do not tell us about an error, we will not have any obligation to pay interest on the amount of an unauthorized or erroneous wire transfer for which we are liable, and you will also be liable to us for all Losses we may incur.

7.6 FastrPayment

You must pay us the amount of the wire transfer, plus any applicable fees, before we will execute the wire transfer request. Please see the applicable section of Agreement above for fees applicable to wire transfers.

7.7 Execution of Wire Transfers

A wire transfer request is considered accepted by us when we execute it. Please refer to the section above concerning cut-off times for more details. You can verify whether your wire transfer request has been executed by contacting us using one of the methods specified above.

We have no responsibility to accept any incoming wire transfer(s) for your benefit. Likewise, we have a right to reject any wire transfer request(s) for an outgoing wire transfer for reasons including insufficient or uncollected funds in the account specified in the wire transfer request, a request that fails any required security procedures, our inability to execute the wire transfer for the reasons set out in the section of this agreement entitled method used to make the wire transfer above, or if we are unable to verify the authenticity of the wire transfer request. If we stop a domestic outgoing wire transfer, we will refund the fee.

If we determine, in our sole discretion, not to honor, execute, or accept a wire transfer request, we will make reasonable efforts to notify you. We will also make reasonable efforts to notify you promptly if a wire transfer is returned to us after its execution. In either case, we will have no liability by reason of our delay or failure to provide you with notice, and we will have no obligation to resend a wire transfer if we complied with the original wire transfer request and such wire transfer was returned to us.

7.8 Cancellation or Amendment of Wire Transfer

Once we receive a wire transfer request, it may not be able to be canceled or amended. However, at our discretion, we may use reasonable efforts to act on any request for cancellation or amendment, provided that the method by which we are notified of a request for cancellation or amendment complies with our security procedures. However, we will have no liability if such cancellation or amendment is not affected. Any cancellation or amendment of a wire transfer by us will relieve us of any obligation to act on the original wire transfer request.

7.9 Interest

In addition to the limitation of liability in this Agreement, except as otherwise provided by applicable law, the maximum period for which we will be liable for interest on any amount to be refunded or paid to you with respect to an unauthorized, erroneous, or other wire transfer request is thirty (30) days.

7.10 Your Liability for Unauthorized Wire Transfers

Except as otherwise provided by law, you will be liable for all Losses to which your negligence contributed or which resulted in unauthorized, fraudulent, or dishonest acts by your current and/or former authorized representatives. Such liability includes instances when a current or former authorized representative effects one or more wire transfers or improper use of telephone security procedures to affect a wire transfer to your detriment.

8 Other Legal Terms and Conditions

8.1 No Assignments

You may not assign, transfer, or otherwise delegate, whether by operation of law or otherwise, your Account or your rights or obligations, in whole or in part, under this Agreement. Any assignment, transfer or delegation or attempted assignment, transfer or delegation in violation of the foregoing shall be void. Notwithstanding, the Bank may assign, transfer or otherwise delegate its rights or obligations, in whole or in part, under this Agreement in our sole discretion.

8.2 Legal Processes and Claims Affecting Your Account

If we receive a levy, attachment, or other legal process against you (collectively, "Legal Process"), we may refuse to permit withdrawals or transfers from your Account until the Legal Process is dismissed or satisfied. Any Legal Process will be subject to our right of set-off and security interest. You are responsible for all Losses we incur as a result of any dispute or legal proceeding involving your Account. If we receive a claim against the funds in your Account, or if we know of or believe that there is a dispute as to the ownership or control of funds in your Account, we may, in our discretion: (a) place a hold on your Account and refuse to pay out any funds until we are satisfied that the dispute is settled; (b) close your Account and send the balance to the named account holder; (c) require a court order to act; or (d) take any other action we feel is necessary to protect us. We will not be liable to you for taking any such action.

8.3 Limitation of Liability and Disclaimer of Warranty

EXCEPT AS REQUIRED BY LAW, TO THE EXTENT WE ARE FOUND LIABLE, OUR LIABILITY TO YOU FOR A CLAIM WILL NEVER EXCEED THE AMOUNT OF ACTUAL DAMAGES PROVEN BY YOU AND IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. OUR LIABILITY MAY ALSO BE FURTHER REDUCED BY THE AMOUNT OF THE LOSS THAT IS CAUSED BY YOUR OWN NEGLIGENCE OR LACK OF CARE, AS WELL AS ANY RECOVERY OF THE LOSS YOU OBTAIN FROM THIRD PARTIES.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, LOSSES OR EXPENSES (INCLUDING COUNSEL AND THIRD PARTY FEES OR FINES) OR LOST PROFITS, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, (a) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES; (b) EVEN IF SUCH DAMAGES, LOSSES OR EXPENSES WERE FORESEEABLE, (c) WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND (d) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE BANK WILL NOT BE LIABLE FOR ANY ERROR, FAILURE OR DELAY IN OUR ABILITY TO PERFORM OUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERROR, FAILURE OR DELAY IN THE PROCESSING OF ANY TRANSFER, ARISING FROM OR RELATING TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING ANY ACT OF GOD, WAR

(DECLARED OR UNDECLARED), SABOTAGE, BLOCKADE, REVOLUTION, INSURRECTION, TERRORISM, CIVIL STRIFE, EXPROPRIATION, NATIONALIZATION, CHANGE IN LAW, GOVERNMENT ACTION, EMBARGO, SANCTION, ACCIDENT, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, PANDEMIC, EQUIPMENT FAILURE, SYSTEM FAILURE, TECHNICAL FAILURE, LABOR DISPUTE, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, OR THE FAILURE OF ANY THIRD PARTY TO PROVIDE ANY ELECTRONIC, DIGITAL OR TELECOMMUNICATIONS SERVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT.

IN ADDITION, EXCEPT AS REQUIRED BY LAW, THE BANK IS NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF ANY ONLINE BANKING SERVICES PROVIDED TO YOU BY A THIRD PARTY. WE ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US.

ALL BANK SERVICES AND ACCOUNT FEATURES, INCLUDING THOSE PROVIDED BY A THIRD PARTY, SUCH AS ONLINE BANKING SERVICES, ARE PROVIDED “AS IS”, "WHERE IS" AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WE DO NOT WARRANT THE BANK’S SERVICES OR ACCOUNT FEATURES OR THE SERVICES OR FEATURES OF ANY THIRD PARTY, INCLUDING ONLINE BANKING SERVICES, WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. TO THE EXTENT THAT WE MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

8.4 Indemnification

You will indemnify, defend and hold the Indemnified Parties harmless from any and all Losses imposed on or sustained, incurred or suffered by any of the Indemnified Parties, whether actual or threatened or proven or not, in respect of any and all Claims, without regard to the merit or lack thereof, arising out of, or related in any way to (a) the matters set forth in this Agreement, including any Claims by any business or person related to the connected bank account, including any other owner of the connected bank account; (b) breach of this Agreement, including any warranties; (c) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement, including attempting to cancel or amend a wire transferor actions we take based on the instructions of your attorney-in-fact, including if it is later determined that your power of attorney was invalid or improperly executed; (d) any action or omission by you or any Authorized User; (e) fraudulent activity; or (f) our action or inaction in reliance upon oral, written or electronic instructions or information from you or any Authorized User.

8.5 Our Right of Set-Off and Security Interest

We have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. This means that we can take any funds in your Account or any

other account you have with us to pay any debt or liability you owe us. We have this right even if the Account(s) we withdraw money from is a joint Account and the debt or liability we apply it to is owed by only one of you. Likewise, we could withdraw money from an Account owned by only one person and apply it to reduce the joint debt or liability of that person and another person. Our rights under this Section are in addition to any right of set-off we may have under applicable law.

You also agree to grant us a security interest in your Account to secure payment of any money that you owe to us or will owe us arising under this Agreement or any other agreements with us. You acknowledge that this security interest is consensual and in addition to any right of set-off. We may exercise our security interest or right of set-off without regard to the source of the funds in your Account or prior recourse to other sources of repayment or collateral, even if it causes you to incur penalties or suffer any other consequence. You waive any conditions or limits to our right of set-off to the maximum extent permitted by law. We will notify you if we exercise our right to set-off if required by law.

If we take any action to collect debt or liability incurred by you or other amounts you owe us under this Agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you will reimburse us for our Losses, including reasonable attorneys' fees, to the extent permitted by applicable law. We may charge your Account for our Losses without prior notice to you.

8.6 Changes in Terms and Additional Services

We may change this Agreement, or any fees and features of your Account, at any time by posting an amended Agreement on the Program Partner's website, www.otrclutch.com , and any such amendment will be effective upon posting. We will give you advance notice of any change where required by law. We may provide such notice to you with your statement, electronically, or by mail. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service. We may change or terminate this Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation.

If we make any of our other banking services available to you in connection with your Account, we may provide certain terms and conditions for those additional services to you in a separate agreement or disclosure.

8.7 No Waiver of Rights

We may waive or decline to enforce any of our rights under this Agreement without obligating ourselves to waive such rights in the future or on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement.

8.8 Conflicts and Section Headings

If there is a conflict between this Agreement and any other document or statement made to you concerning the Account, this Agreement will govern. If there is a conflict between this Agreement and any other document or statement made to you concerning any services or products other than the Account, the separate terms and conditions applicable to that service or product will govern. Section

headings that appear in this Agreement are for convenience purposes only and are intended to help you find information. They should not be construed as affecting the meaning of the Agreement.

8.9 Severability

If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remainder of this Agreement will not be affected. To the extent permitted by law, the parties waive any provision of law which prohibits or renders unenforceable any provisions of this Agreement, and to the extent that such waiver is not permitted by law, you and us agree that such provision will be interpreted as modified to the minimum extent necessary to render the provisions enforceable.

8.10 Governing Law, Forum and Time Limits

All actions relating to your Account and this Agreement will be governed by the laws and regulations of the United States and the State of Tennessee where your Account will be opened, irrespective of conflict of law principles. You agree that any dispute arising under this Agreement or relating in any way to your relationship with us that is not arbitrated will be resolved in a federal or state court located in Tennessee and that you will be subject to such court's jurisdiction.

Except where prohibited by law, you agree that you must file any lawsuit or arbitration against us within two (2) years after the claim arises unless federal or Tennessee law, or another agreement you have with us, provides for a shorter time. If federal or Tennessee law requires a longer time period than the time periods in this Agreement, you agree to the shortest time period permitted under the law.

9 Arbitration and Waivers

BE SURE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

9.1 Election to Arbitrate

You, Program Partner, and the Bank agree that the sole and exclusive forum and remedy for resolution of a claim be final and binding arbitration pursuant to this section (the "Arbitration Provision"). As used in this Arbitration Provision, "Claim" will include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

You have the right to opt-out of this arbitration clause and it will not affect any other terms and conditions of this Agreement or your relationship with us. TO OPT OUT, YOU MUST NOTIFY US IN WRITING OF YOUR INTENT TO DO SO WITHIN SIXTY (60) DAYS AFTER OPENING YOUR ACCOUNT. Your opt-out notice can be a letter that is signed by you that states "I elect to opt out of the arbitration clause in my Business Deposit Account Agreement for Account #" or any words to that effect. Send the notice to: 210 East Main Street, Rogersville, TN 37857. An election to opt out applies only to the account or accounts identified in your opt-out notice or, if no specific accounts are identified in your notice, then to any account(s) that became subject to the arbitration clause within the sixty (60)-day period before we received your notice. The arbitration clause will apply to any claims between us relating to any account(s) for which we do not receive an opt-out notice as described in this subsection.

9.2 Applicability of the Federal Arbitration Act; Arbitrator's Powers

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and will be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator will take steps to reasonably protect confidential information. In any arbitration arising out of or related to this Agreement, the arbitrator will apply the limitation of liability set forth above and, for the avoidance of doubt, is not empowered to award (a) punitive or exemplary Losses, except where permitted by statute, or (b) incidental, indirect or consequential Losses, or Losses for lost profits. The parties waive any right to recover all such Losses.

9.3 Informal Dispute Resolution

If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your Claim to us by email at the address specified above and provide us with the opportunity to resolve your concern prior to initiating arbitration.

9.4 Arbitration Procedures

The party initiating arbitration will do so with the Judicial Alternatives and Mediation Services ("JAMS"). The arbitration will be conducted by a single arbitrator according to, and the location of the arbitration will be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision will control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

9.5 Arbitration Fees

If we initiate arbitration, we will pay all the administrator's filing costs and administrative fees (other than hearing fees). If you initiate arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We will pay the administrator's hearing fees for one (1) full day of arbitration hearings. Fees for hearings that exceed one (1) day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party will bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights will apply in the arbitration notwithstanding anything to the contrary herein.

9.6 Appeals

Within thirty (30) days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within thirty (30) days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal will be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, will be final and binding, except for any appeal right under the FAA, and may be entered as a judgment in any court of competent jurisdiction.

9.7 No Class Actions

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration will determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and will not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator will have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, will be invalid and unenforceable. Any challenge to the validity of this section will be determined exclusively by a court and not by the administrator or any arbitrator.

9.8 Survival and Severability of Arbitration Provision

This Arbitration Provision will survive the termination of this Agreement. If any portion of this Arbitration Provision other than the subsection titled “No Class Actions” is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision will nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision’s

limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in the previous subsection are finally adjudicated pursuant to the last sentence of that subsection as unenforceable, then no arbitration will be had. In no event will any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

9.9 Judicial Forum for Claims

Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and the Bank agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Tennessee. Both you and the Bank consent to venue and personal jurisdiction there. All parties agree to waive our right to a jury trial.

9.10 WAIVER OF RIGHT TO LITIGATE

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY BUT ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVING THAT RIGHT BY AGREEING TO THIS AGREEMENT AND ARBITRATION PROVISION.

10 Interpretation

Except as otherwise expressly provided in this Agreement, the following rules apply: (a) the singular includes the plural and the plural includes the singular; (b) all references to the masculine gender include the feminine gender (and vice versa); (c) “include”, “includes” and “including” are not limiting; (d) unless the context otherwise requires or unless otherwise provided herein, references to a particular agreement, instrument, document, law or regulation also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument, document, law or regulation; (e) a reference in this Agreement to a Section or Schedule is to the Section of or Schedule to this Agreement unless otherwise expressly provided; (f) a reference to a Section in this Agreement, unless the context clearly indicates to the contrary, refers to all sub-parts or sub-components of any said Article or Section; (g) words such as “hereunder,” “hereto,” “hereof,” and “herein,” and other words of like import, unless the context clearly indicates to the contrary, refers to the whole of this Agreement and not to any particular Section, subsection or clause hereof; (h) where the Agreement states that a Party “shall,” “will,” or “must” perform in some manner or otherwise act or omit to act, it means that the Party is legally obligated to do so in accordance with the Agreement; and (i) references to any statute includes any amendments thereto and its implementing regulations.

11 Miscellaneous

Except with respect to Indemnified Parties and except as otherwise specified in this Agreement, this Agreement is not intended to and shall not be construed to give any third party any interest or rights (including any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. The Bank does not waive

its rights by delaying or failing to exercise them at any time. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible. The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement. You agree that this Agreement and other agreements or disclosures you may receive from us with respect to the Account or your debit card, contain the entire statement of the terms and conditions, which apply to the subject matter hereof. If any term or condition of this Agreement should be invalidated or unenforceable for any reason, all other terms and conditions will continue in full force and effect.